



SETTI D. WARREN
MAYOR

ANGIER ELEMENTARY SCHOOL

REQUEST FOR DESIGNER SERVICES (RFS)

City of Newton, MA

August 01, 2012

Invitation: The City of Newton, Massachusetts ("Owner") is seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7, Section 38A½, to provide professional design and construction administration services for the Angier Elementary School in Waban neighborhood of Newton, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority ("MSBA") in accordance with the MSBA's Designer Selection Procedures.

The Owner is seeking design services to conduct a Feasibility Study which will include the development and evaluation of potential alternative solutions and continue through the Schematic Design Phase of the preferred alternative initially. Subject to the approval of a Project by the MSBA and further subject to adequate funding authorized by the Owner, the contract between the Owner and the Designer may be amended to include continued designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout and warranty period of the potential Project. A potential Project may include a renovation of the existing school, a renovation of and addition to the existing school and/or new construction.

The Owner believes in a design approach where all Project stakeholders are involved in the design process from start to finish on a collaborative basis. The process recognizes that non-inclusive and compartmentalized design decisions made unilaterally may have adverse impacts on achieving sustainable design goals. An integrated design approach is required for the Project.

The Owner's Project Manager (OPM) for the project is Joslin, Lesser + Associates, Inc. who will coordinate the collaborative design team process for options analysis, criteria development and strategic plan approval. Please note that PM&C (Project Management & Cost) is working with Joslin, Lesser + Associates as the OPM's cost estimator for this project. Therefore, PM&C cannot be part of the design team for this project. The estimated construction budget for a potential Project may range from \$25,000,000 to \$27,000,000 depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA's Board of Directors. The Fee for Basic Services will be negotiated, but will not exceed \$350,000 for Basic Services for the Feasibility Study through Schematic Design phase.

Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price for combined minority business enterprises (MBE) and women-owned business enterprises (WBE). Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive.

Applications from MBE and WBE firms as prime designers are encouraged. Where the prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

For additional information on Designer qualifications see Sections E. and F. in this RFS.

A. Background:

History, Profile and Organizational Structure

The City of Newton was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston. The City has a population of approximately 84,000 and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character and consists of 13 distinct villages – Auburndale; Chestnut Hill; Newton Centre, Newton Corner; Newton Highlands; Newton Lower Falls; Newton Upper Falls; Newtonville; Nonantum; Oak Hill; Thompsonville; Waban; and West Newton.

The City is governed under a home-rule charter, which vested executive authority and responsibility in an elected Mayor, who serves a four-year term. Legislative authority is vested in a 24-member Board of Aldermen, of which eight members are elected from the City's eight wards and sixteen are elected at large. Members of the Board of Aldermen are elected every two years. An eight member school committee is elected every two years and is responsible for appointing the Superintendent of Schools, who has responsibility for the daily administration of the Newton Public Schools. The Mayor is also a member of the School Committee.

The Newton Public Schools

Newton Public Schools consists of 22 buildings: 21 school buildings and an administration building which also houses two alternative high school programs and a pre-school program.

There are 11,922 students enrolled in Newton Public Schools (as of October 1, 2011) in fifteen elementary schools (K-5), four middle schools (6-8) and two comprehensive high schools (9-12). Newton's Elementary Schools serve 5,687 students at the following schools: Angier, Bowen, Burr, Cabot, Countryside, Franklin, Horace Mann, Lincoln-Eliot, Mason-Rice, Memorial-Spaulding, Peirce, Underwood, Ward, Williams and Zervas. There are 2,667 students at Bigelow, Brown, Day and Oak Hill Middle Schools. There are 3,568 high school students with 1,877 students enrolled at Newton North and 1,691 students enrolled at Newton South. Newton Public Schools also serves 250 students in an integrated pre-school program.

History of the Angier Elementary School Project

The Angier Elementary School (AES) Project is the City of Newton's number one priority for its' school improvement program, requiring major renovation or replacement as identified in the City's Capital Improvements Plan. The Angier School received a rating of 3 for building condition (scale: 1 best condition – 4 worst condition) on the MSBA's 2010 Needs Survey. "Newton Schools Long-Range Facilities Master Plan," updated November 2011, ranked the Angier School in the higher categories of need for renovation or replacement based on both physical condition and education space needs.

The Angier School is a two-story structure with a high basement and a flat parapet roof. Constructed between 1919 and 1921 the structure consists of a raised concrete foundation, and exterior walls of brick and cast concrete. A building addition was constructed in 1936 and windowsills were replaced around 1980. The site has an area of approximately 86,000 S.F (1.98 acres) with the school building situated in the center of the site. The building is

approximately 51,000 S.F. in area with a footprint of approximately 18,300 S.F. with 18 classrooms situated along the perimeter around the gymnasium in the basement and the library (formerly the auditorium) on the first floor.

The Angier Elementary School has a current enrollment of 395 students and an average classroom size of approximately 600 S.F. In order to meet the school's growing demand the renovated or replacement Angier School is expected to be approximately 74,000 S.F. based on the MSBA approved design enrollment of 465 students. Construction for the renovated or replacement facility is anticipated to begin in the summer of 2014.

To meet the increasing enrollment, space demands and physical challenges at the current Angier School the City of Newton will undertake a feasibility study / schematic design in collaboration with the MSBA to determine the most appropriate solution. To accomplish this, the selected Designer will be working with OPM and the MSBA as well as various City and School departments, committees, and sub-committees; these will include at a minimum:

- Angier School Building Committee (ASBC) – Appointed in compliance with MSBA regulations.
- School Committee – Elected.
- Design Review Committee (DRC) – Standing Committee appointed by BOA, SC and Mayor established to coordinate the design review process for any public City facility.
- Planning and Development Department, Development Review Team (DRT) - Prior to construction at any municipal building, the Director of Planning reviews Projects for consistency and compatibility with the *Newton Comprehensive Plan* and other applicable planning and analytical studies
- Public Facilities Committee of the Board of Alderman – For required local reviews.
- Programs and Services Committees of the Board of Alderman – For required local reviews.
- Finance Committee - of the Board of Alderman – For required local reviews.
- Public Buildings Department (PBD) – Commissioner is responsible for the construction, alteration, repair and maintenance of all public buildings. PBD will provide direction to the OPM. The Public Building Commissioner also serves as the Secretary of the DSC and DRC.
- Public Meetings at other City Committees – As may be required for local reviews.

The Designer will assist the Owner in identifying other approvals required by the Commonwealth of Massachusetts and coordinate submittal materials with the OPM for such approvals. Such approvals may include:

- Massachusetts Historic Commission (MHC)
- Massachusetts Environmental Protection Agency (MEPA)

The Angier Elementary School is over 90 years old and has original building systems that are at or beyond expected life and need replacement or significant upgrades. Various mechanical systems are inoperable or do not work as intended, resulting in areas over-heating while others have limited heating. Plumbing is original and beyond useful life and the number of toilet fixtures is inadequate. Electrical, lighting and emergency systems are also inadequate by today's standards. In addition to aging building systems, storm water drainage is inadequate resulting in periodic flooding of courtyard and gymnasium. This condition has led to excessive repair cycles. Additionally the building does not meet current accessibility requirements.

B. Project Goals and General Scope:

In 2008, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the Angier Elementary School Project and has annually recertified this Statement of Interest. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the _March 28, 2012 Board of Directors meeting, the MSBA Board voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA,

reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in a Project approved by the MSBA.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Angier Elementary School. The Feasibility Study shall include a study of all alternatives and contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the Authority, including, but not limited to, a final design program, space summary, budget statement for educational objectives, and a proposed total project budget. The Schematic Design shall include, but not be limited to, the information required by the Authority's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, MA-CHPS or LEED-S scorecard, outline specifications, cost estimates, project schedule and proposed total project budget.

Project objectives under consideration by the Owner include:

- Reviewing and assessing the documentation of existing conditions at the Angier Elementary School, the educational program, the alternative conceptual designs and their constructability, and developing cost estimates for each of the design solutions.
- Identifying other community concerns that may impact study options.
- The Angier Elementary School has been determined to be Preferably Preserved by the Newton Historic Commission and the structure is currently under a 12-month demolition delay until March 23, 2013. If it is determined that replacement of the existing facility is the best option, approval from Massachusetts Historical Commission will be required.
- Identification of specific milestone requirements to meet Project schedule deadlines which incorporate the City of Newton and MSBA approvals processes.
- Ensuring that the educational program is fully understood and incorporated into the design including adequate special education space, resource rooms and other ancillary support space to meet programming needs.
- Addressing undersized classrooms and lack of toilet facilities.
- Addressing need for Cafeteria / Auditorium space and appropriate Gymnasium.
- Meeting ADA and MAAB requirements.
- Developing a design that is of high quality, efficient, cost effective, and that conforms to the educational program and the Massachusetts High Performance Green Schools Guidelines (MA-CHPS Guidelines); and LEED for Schools at a minimum and complying with all applicable regulatory requirements including the Massachusetts Stretch Code which has been adopted by the City of Newton.
- Development and evaluation of creative energy efficiency solutions and innovative alternative sustainable design solutions, including but not limited to active/passive solar, geothermal, etc., and identifying alternate funding sources, first costs and paybacks and assist with applications for energy rebates.
- Providing Iterative Whole Building Energy modeling at the inception and completion of each phase.
- Developing accurate and complete cost estimates, including Life Cycle Costs (LCC) of operating the school as it relates to future operational budgets, including MEP, structural, lighting and building components in both interior and exterior wall and roof assemblies. LCC reporting to be provided by phase.
- Providing documents for CM-at-Risk, Ch. 149A, CM-R delivery method for the project, including ability to provide early bid packages for fast-track project, and assisting in the selection of the CM if that project delivery method is selected.
- Engage all stakeholders from project outset and ensure a collaborative approach is maintained throughout the design process, including involvement from multiple Owner entities.

C. Scope of Services:

The Designer will be required to execute the MSBA's standard Contract for Designer Services (Contract), a copy of which is attached hereto and incorporated herein by reference. The required scope of services is set forth in the Contract. If the Owner decides to proceed with the Project beyond the Schematic Design Phase and when the project delivery method is decided (Design/Bid/Build or Construction Manager at Risk), the Contract will be amended accordingly. Copies of Designer Services Contract Amendments for Design/Bid/Build and Construction Manager at Risk are also attached hereto and incorporated herein by reference. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services as amended and this RFS including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design, and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project's stated scope and goals.

During the feasibility, schematic design and design development phases of the project, the Owner will require interactive working group sessions to explore site strategy options, design concepts, evaluation criteria, programming requirements, sustainability goals and potential solutions.

The use of Building Information Modeling is seen as advantageous to delivering project goals. The Designer shall advise the Owner on their use of building information modeling (BIM) and, at no additional cost, shall prepare all Instruments of Services in a form suitable for use in a BIM model for design, construction, commissioning, and building operations and maintenance. The Designer shall provide the Owner with options on how to apply BIM on the Project and shall make recommendations on alternative methods of BIM implementation. The Designer shall indicate their ability to utilize a BIM model if created by another party such as the GC or CM for use in, but not limited to, mechanical coordination and construction administration.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services and any applicable amendments that are attached hereto.

The Designer will review the proposed project as specified in the RFS. The Designer will meet as required with the City, School District, Building Committee, OPM and other officials to develop a thorough understanding of the project and the School Department's needs.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, all architecture as well as traffic, civil, site development, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants; any specialty consultants for laboratory, library/media center and kitchen space, code consultants, accessibility, energy evaluations including the coordination of energy rebates, detailed cost estimates, LEED or MA-CHPS and sustainable design consultants; Furniture, Fixtures & Equipment (FF&E) including programming, specifications, procurement and coordination of installation; assessments of geotechnical and geo-environmental information; preparation of construction documents; developing and issuing of early bid packages, if needed; bidding and administering the construction contract documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to Article 7 of the Contract and any amendment for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in Articles 8 and 9 of the Contract in Attachment B. Any extra or reimbursable expenses must be approved in writing in advance.

Needs and building conditions assessments and other background documents shall be available to the selected architect for informational purposes and include:

- Newton Schools Long-Range Facilities Master Plan, updated November 21, 2011 Volumes 1 and 2:
<http://www3.newton.k12.ma.us/sites/default/files/users/80/pdf/Report%20Volume%20I.pdf>
<http://www3.newton.k12.ma.us/sites/default/files/users/80/pdf/Report%20Volume%20II.pdf>
- Angier section in the Newton Schools Long-Range Facilities Master Plan:
http://www3.newton.k12.ma.us/sites/default/files/users/83/Assessment_Angier_Elementary.pdf
- City of Newton Capital Improvements Program, dated November 2011.
- Newton Historic Property Review and Demolition Delay Disposition, March 8, 2012
- City of Newton City Historic Building Survey by BCA, dated September 2011 – Angier Elementary School section
<http://www.newtonma.gov/gov/building/>
Original Construction Drawings (electronic Scans).

D. Project Phases and Work Plan:

Work under this RFS is divided into the Project Phases as listed in Article 7 of the Contract as amended and as may be augmented in this RFS. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Owner, Owner's Project Manager, the Authority and others, and other tasks as described.

The estimated total duration of the Contract for Designer Services from Feasibility Study through the approval of Schematic Design, inclusive of review and approval time, is estimated to be **42 weeks** as follows:

Preliminary Program through Final Design Program	<u>16</u>	weeks
Schematic Design Phase	<u>26</u>	weeks
Design Development through 100% CD	<u>TBD</u>	
Bidding	<u>TBD</u>	
Construction Administration Phase	<u>TBD</u>	weeks
Estimated Total Duration (Exclusive of Completion Phase)	<u>TBD</u>	weeks

Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor's performance.

Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Basic Services, nor are they a substitute for the performance time requirements shown below.

The Designer performance times listed in the table below are requirements, not estimates. The Owner, through the Owner's Project Manager will review each submission and, if acceptable, provide notice to the Designer to proceed to the next phase.

The Designer's adherence to the performance times listed below will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

	<u>Within/Weeks</u>	
• Attend a "Kick-Off" meeting	<u>2</u>	Execution of a contract with the Owner
• Preliminary Program	<u>4</u>	Execution of a contract with the Owner
• Development of Alternatives	<u>4</u>	Execution of a contract with the Owner
• Preliminary Evaluation of Alternatives	<u>4</u>	Approval of Alternatives
• Final Evaluation of Alternatives	<u>4</u>	Approval of Preliminary Evaluation
• Recommendation of Preferred Solution	<u>2</u>	Approval of Final Evaluation
• Final Design Program	<u>2</u>	Approval of Preferred Solution
• Schematic Design	<u>26</u>	Approval of the Final Design Program
• Design Development	<u>TBD</u>	Approval of the Schematic Design
• 60% Construction Documents	<u>TBD</u>	Approval of Design Development
• 100% Construction Documents	<u>TBD</u>	Approval of Design Development

E. Minimum qualifications:

Selection will be made by the MSBA Designer Selection Panel in accordance with the Authority's Designer Selection Procedures, attached hereto as Attachment E.

All Designers responding to this RFS must certify in their cover letter that the Designer meets the following minimum requirements. Any Designer that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet **all** of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7, Section 38A½, employing a Massachusetts registered **architect** responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Massachusetts registered **architect** responsible for and being in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar "Certification for School Project Designers and Owner's Project Managers" as administered by the Office of the Inspector General of the Commonwealth of Massachusetts.
3. Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the design contract price for combined minority business enterprises and women-owned business enterprises. Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

F. Selection Criteria:

In evaluating proposals, the Owner and Designer Selection Panel will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SDO certified as an MBE and/or WBE).

1. *Architecture*
2. *Environmental Permitting*
3. *Geotechnical Engineering*
4. *Geo-Environmental*
5. *Site Survey*
6. *Archeological Survey*
7. *Hazardous Materials*
8. *Civil Engineering*
9. *Structural Engineering*
10. *Landscape Architecture*
11. *Fire Protection Engineering*
12. *Plumbing Engineering*
13. *HVAC Engineering*
14. *Electrical Engineering*
15. *Lighting Consultant*
16. *Energy Modeling*
17. *Data/Communications Consultant*
18. *Food Service Consultant*
19. *Acoustical Consultant*
20. *Specifications Consultant*
21. *Library/Media Consultant*
22. *Sustainable/Green Design/Renewable Energy Consultant*
23. *Cost Estimating*
24. *Accessibility Consultant*
25. *Traffic Consultant*
26. *Furniture, Fixtures and Equipment Consultant*
27. *Code Consultant*
28. *Security Consultant*
29. *Educational Programming Consultant*

**** N.B. –**

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable, as well as whether the firm is SDO certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The minority and women-owned business enterprises must be selected to perform services addressing the categories of work listed above or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Consultants other than those proposed for the

categories of work listed above or required to perform Basic Services may not be used for purposes of meeting M/WBE requirements. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

The Owner and Designer Selection Panel will consider the following additional criteria in evaluating proposals:

1. Prior similar experience best illustrating current qualifications for the specific project.
2. Past performance of the firm, if any with regard to public, private, DOE-funded, and MSBA funded projects across the Commonwealth, with respect to:
 - a. Quality of project design.
 - b. Quality, clarity, completeness and accuracy of plans and contract documents.
 - c. Ability to meet established program requirements within allotted budget.
 - d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
 - e. Coordination and management of consultants.
 - f. Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. Demonstrated ability to lead a collaborative team approach to the project.
6. Demonstrated ability to provide documents for CM-at-Risk, Ch. 149A, CM-R delivery method for the project, including ability to provide early bid packages for fast-track project.
7. The financial stability of the firm.
8. The qualifications of the personnel to be assigned to the project.
9. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
10. Additional criteria that the MSBA Designer Selection Panel considers relevant to the project.

G. Proposal requirements

Persons or firms interested in applying must meet the following requirements:

1. **Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.**
2. Applications shall be on “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)” as developed by the Designer Selection Board of the Commonwealth of Massachusetts (<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/designer-municip-app-11-7-11.doc>). **Applications (one original, twenty-five (25) hard copies, and two (2) digital copies in PDF format on separate compact disks) must be received on or before 2:00PM, August 16, 2012.** Applications should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant’s discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal. Applications should not be provided with acetate covers.
3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section E of this RFS. (A copy of the MCPPO certification should be attached to the cover letter as well as any SDO letters.)

4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project **subject to the page limitations as set forth in the Standard Designer Application Form.**

5. Proposals shall be addressed to:

Name: *City of Newton Angier School Building Committee*
Address: *c/o Joslin, Lesser + Associates, Inc.*
44 Pleasant Street
Watertown, MA 02472
Attention: *Jeffery A. Luxenberg*
Phone: *(617) 744-3110*
Email: *jluxenberg@joslinlesser.com*
Fax #: *(617) 744-3800*

6. Proposals must be clearly identified by marking the package or envelope with the following:

Angier Elementary School
"Name of Applicant"

7. All questions regarding this RFS should be addressed exclusively in writing to:

Name: *David Krawitz*
Address: *Joslin, Lesser + Associates, Inc.*
44 Pleasant Street
Watertown, MA 02472
Phone: *(617) 744-3121*
Email: *dkrawitz@joslinlesser.com*
Fax #: *(617) 744-3800*

H. Answers to Questions & Additional Information

Questions must be submitted by FAX or EMAIL only. The deadline for receipt of questions is **5:00 PM EST on Friday, August 10, 2012.** Responses to Questions will be posted at **www.jlaprojects.com** no later **5:00 PM EST on Monday, August 13, 2012.** Any additional information or addenda will be posted on **www.jlaprojects.com.** It is the responsibility of the Applicant to check the web site for any additional information or addenda.

I. Pre-Proposal Meeting

All interested parties should attend a briefing session at the Angier Elementary School scheduled for **August 9, 2012, at 11:00AM.** Meet at the main entrance.

J. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the City of Newton, c/o Joslin, Lesser + Associates, Inc. prior to the time and date of the proposal opening.

K. Public Record

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

L. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

M. Rejection of Responses, Modification of RFS

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

(see next page for attachments)

ATTACHMENTS:	PAGE:
Attachment A:	I
Statement of Interest	
Attachment B:	II
Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project (http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/Base%20Contract%20v_02_25.pdf)	
Designer Services Contract Amendment for Design/Bid/Build (http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/DBB%20v_02_25.pdf)	
Designer Services Contract Amendment for CM-at-Risk (http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/CM-R%20v_02_25.pdf)	
Attachment C:	III
Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011) (http://www.mass.gov/anf/docs/dcam/dlforms/dsb/designer-municp-app-11-7-11.doc)	
Attachment D:	IV
Certifications	
D.1 CERTIFICATION OF TAX COMPLIANCE	V
D.2 CERTIFICATION OF AUTHORITY – BUSINESS CORPORATIONS	VI
Attachment E:	VII
MSBA's Designer Selection Panel's Procedures (http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/DSP/MSBA%20DSP%20Procedures%20031412.pdf)	

End of Request for Designer Services

ATTACHMENT A

STATEMENT OF INTEREST

CITY OF NEWTON BOARD OF ALDERMAN RESOLUTION:
ANGIER ELEMENTARY SCHOOL STATEMENT OF INTEREST

Massachusetts School Building Authority

School District NewtonDistrict Contact Heidi Black TEL: (617) 559-9000Name of School A E AngierSubmission Date 1/24/2011

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☒ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☒ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☒ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

Potential Project Scope: Repair Project
 HVAC/ Boiler
 Others (Electrical)

Is this SOI the District Priority SOI? YES

The MSBA ID for the District Priority SOI: 2011 A E Angier

District Goal for School: Please explain the educational goals of any potential project at this school

The City of Newton's goal is to have new or renovated schools that meet the school district's standards for teaching and learning. We seek to require high performance design elements that extend beyond minimum building codes. These standards promote: a school facility and site plan that advances the health and well being of users of the facility; a school that is efficient in its use of materials and resources and is easy to operate and maintain; a school that is safe and secure; a school that will accommodate future programmatic change while maintaining its standards of performance and reliability. Our expectation is that high performance standards utilizing proven technologies can create a state of the art school that will complement and fit well within the context of the site and surrounding neighborhoods, be a model of energy, water, and materials efficiency, and be cost effective to maintain over the lifetime of the building. Specifically, we look for the following: Educational Specifications •Core classrooms shall be 850 net square feet with sinks •Kindergarten classrooms shall be 1000 nsf with toilet rooms located within or nearby •Gymnasium shall be 3000 nsf (one station) in a school housing less than 400 students and 6000 nsf (two stations) in a school housing more than 400 students. In a larger building, a 6000 square foot gym will allow two classes of physical education to meet at the same time. •Dedicated After School Classroom, office and storage. •Special Education Programs,

including self-contained classrooms, resource rooms, and other ancillary support space, may total approximately 3500 square feet in a school housing less than 400 students, 7000 square feet in a school housing more than 400 students. While self-contained classrooms are housed at selected schools, other programs, offices and related support spaces, are required at all of Newton's elementary schools: •Speech & Language Program •Literacy & Reading Programs •ELL Program •Occupational and Physical Therapy Programs •Therapeutic Room and Observation •ABA ("Safe Room") •School Psychologist •School Social Worker •Small Group Tutorial Space •Library •Nurse's office •Principal's and general office with conference space •Workroom for copier, paper cutter, laminators •Teachers' room •Storage both general and specific (art) The following program areas that are not currently provided at all elementary schools are included in the educational specifications: •Cafeteria/Multi-purpose room with Stage •Kitchen •Dedicated Art and Music rooms, with the required storage Health, well-being, and student performance • Maximum access to natural daylight throughout the building • Superior ventilation • Superior acoustic environment • Reliable and flexible control of the internal environment • A design that feels welcoming throughout the facility • A building that enhances the functions of teaching and learning, including areas for chance encounters between students and adults and spaces that facilitate private student/teacher conferences • A design that is easy to navigate Efficient use of resources in building, operating, and maintaining • Evaluate design elements using life cycle costing to achieve the best possible building performance within the budget parameters. The life cycle cost should account for all measurable benefits including: •Reduced demand for natural resources (energy, water) •Lowered utility costs •Lowered operations and maintenance costs And consider the value of non-monetary benefits including building a school conducive to a healthy and productive learning environment. •Design should be determined and design elements specified according to: •Efficiency •Durability, longevity •Reduced consumption of energy, water, and resources •Low or no maintenance •Clear and reliable operations •Commissioned at the end of the building process to ensure the building operates as designed Safety and security • Ensure controlled access • Design that maximizes natural supervision of space Flexibility to accommodate change • Anticipate changing student/staff programmatic/spatial needs • Anticipate changing technology for major systems

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?

In order to reach the City of Newton's goal of providing new or renovated schools that meet the district's standards for teaching and learning for all students, the city government via the Mayor and the Board of Aldermen have approved the priority order of the SOI's for replacement elementary schools as well as schools which need repair and renovation. The School Committee has requested that the City fund feasibility studies for the two elementary schools with the highest priority for replacement as well as the study for the renovation and repair of the school building which will be used to house the students during the building and repair process. When this funding is approved by the required Finance, Facilities, and Programs and Services Committees and a vote of the Board of Aldermen, then the feasibility studies will inform the next steps in the school building process for the identified schools per the SOI's.

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 6/1/2007

Planning Firm: HMFH , Architects Inc.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

The goal of the Long-Range Facilities Master Plan is to provide the City of Newton and the Newton Public Schools with space needs assessment, space standards, facility conditions, and long-range utilization plan for the 21 schools that in the near-term will accommodate the projected enrollment and in the long-term will be flexible to changes in demographics and needs. The study consists of educational and facility standards, enrollment projections, facilities assessment, and system-wide options. Sixteen buildings are greater than 50 years old and four of them are greater than 80 years old. Four buildings have undergone upgrades in the last 10 years. The facilities are tired and have code-related deficiencies. Many of the educational spaces do not meet today's standards. Educational standards were developed for elementary, middle and pre-school programs using MSBA guidelines as a reference to develop Newton-specific requirements to meet the needs of Newton's inclusive programs. Facility standards were developed to reflect the preferred materials and systems. These standards provide a benchmark to assess the existing educational spaces and facility conditions. In November 2007 and 2008, the Newton Public Schools developed enrollment projections, the elementary school enrollments are projected 5 years and middle school enrollments 10 years. Each building was assessed by the same group of professionals to ensure a consistent comparison and rating.

Based on the detailed and objective assessment of each property with regard to educational space needs, facility conditions, and enrollment projections, a numerical evaluation was assigned to each property, see Report. Assessment Questionnaires were completed by representatives of each school. The responses identify how well each building meets the physical space and educational needs of the programs and its occupants. Based on projected enrollment growth, facility assessments and educational standards, the study team developed three planning options. Parameters were established, such as no elementary school is to be greater than 500 students and that modular classrooms are to be considered only a temporary solution. Each option solves the projected enrollment growth and provides flexibility for reassessing the entire master plan over time. The options accommodate enrollment, replace obsolete and educational deficient facilities, and renovate and upgrade buildings to provide appropriate educational spaces and environments. Each provides the number of classrooms required to accommodate the projected enrollment, distributes the elementary population evenly between the north and south sides of the city, over the long term upgrades all the schools in need of improvement, and provides for future flexibility for decision making and on-going reassessment of the entire master plan. In June 2008, the Newton School Committee voted to proceed with Option 3. Option 3 proposes replacement of four elementary schools, renovation/additions to four elementary schools, renovation only of four elementary schools and three middle schools. The four elementary schools to be replaced are aged, obsolete and have the smallest classrooms in the system (three are greater than 80 years old). The buildings are centrally located allowing for greater ease of redistricting; two are among the smallest in the system and do not allow for ideal educational planning and are inefficient to operate; three are overcrowded; all are inadequate. Angier School is assessed at the highest level of facility condition and educational space needs. This reflects undersized classrooms, low net square feet of space per pupil, and minimal sizes and quantity of shared spaces. Many of the deficiencies are due to the age of the building. Educational requirements have changed dramatically in the past 80 years. Constructed in 1919, Angier is the oldest building in the Newton school system. There have been no major improvements; minor improvements include upgrades to fire alarm, telephone, and sound/intercom systems and lighting. Most interior finishes are original and therefore worn and/or do not meet current code requirements. The building has minimal accessibility for the physically disabled; there is a stair lift at one location that does not access all floor levels. Most classrooms are undersized (600 square feet) and are the smallest in the system. There is no cafeteria and no auditorium. The corridors are used for small group teaching spaces and lunch. The net square feet per pupil of 68 is low in comparison with MSBA guidelines of 113 NSF/pupil. Angier has no multi-purpose space or auditorium. Though the 5-year projected enrollment shows growth of just four pupils, Angier is currently overcrowded by 47 students and has been designated as the priority school in need of replacement.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21 students per teacher.

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher.

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

The overcrowding issues at the Angier Elementary School have a direct impact on student learning and instructional best practices. Due to overcrowding issues and space constraints, over the years, Angier teachers and specialists have become very creative finding spaces to teach. Many of these "spaces" are tables in the hallway, small closet areas without adequate ventilation or windows, and the wings off of the library stage. Small group and individual instruction takes place in the hallway, this is a distracting environment and potentially stigmatizing for the students.

The impact on student learning is real. For the students with learning issues and on IEPs, optimal learning is not taking place due to overcrowding and the lack of proper space. There is no private, quiet space for students to focus on learning. Many teachers cannot hold morning meetings where the whole class sits on the floor for lack of space in the classrooms.

Angier is an integrated school, which means from grades two through five, one classroom has a regular education teacher, a special education teacher, a full time intern and one third of the class has significant language-based learning issues. It is critical to provide small quiet working areas within these classrooms. To meet the educational needs of inclusion and integrated students, there must be an environment where it is quiet, has proper ventilation, and is inviting.

Overcrowding issues at Angier:

- Classroom sizes are too small.
- There are four toilet stalls for approximately 200 girls and four stalls and six urinals for approximately 200 boys.
- There are three adult bathrooms for over one hundred staff members.
- An eating area is in the basement corridor, there is no cafeteria.
- There are no areas to hold whole school assemblies.
- The Literacy Center serves as a library for guided reading books, as an instructional space for Early Literacy Intervention, as the inclusion facilitator's office, as the speech and language office, and as the literacy coordinator and literacy aides work area.
- Lack of meeting space for monthly IEP meetings for our seventeen inclusion students, transitional meetings, BEST meeting, and STEP meetings.
- During MCAS testing there is lack of space for the students who require specific learning modifications for testing. The library, office, psychologists' office, learning center, and literacy center are closed during testing to provide a quiet testing area. Services and specialists classes are not ongoing during MCAS.
- Storage units are in hallways due to small classroom sizes.

Has the district had any recent teacher layoffs or reductions NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

Please describe the types of teacher positions that were eliminated(i.e art, math, science, physical education, etc.):

Has the district had any recent staff layoffs or reductions NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated(i.e guidance, administrative, maintenance, etc.):

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions,including the impact on district class sizes and curriculum.

Does Not Apply

Please provide a detailed description of your recent budget approval process including a description of any budget reductionsand the impact of those reductions on te District's school facilities, class sizes and educational program.

Newton's FY11 approved School Committee Budget is \$167,203,992, including a \$2.5 million increase (+1.5%) above FY10. The process began in December 2009 with the approval by the School Committee of the Budget Guidelines for FY11 providing priorities such as focusing on effective teaching and increasing investment in academic initiatives and technology. The budget was created by the Superintendent and school administrators and was presented in March 2010. Notwithstanding the modest 1.5% increase over FY10, the FY11 budget contained no cuts to teachers at any grade level. Instead, the budget proposal included major cost saving initiatives such as the restructuring of the school lunch program as well as new sources of revenue via an elementary school early morning drop off program. Special Education initiatives included the expansion of the Integrated Classroom Model at the elementary and middle schools and the continuation of the alternative high school for Grades 9-12. These and other FY11 Special Education initiatives were funded by the Federal Stimulus funds. Rates for school building use were increased to offset custodial costs and the instrumental music fee was raised to further offset teacher salaries. With the closing of the FY10 books in summer, the district was able to carry forward over \$865,000 of FY10 Circuit Breaker funds to FY11 to be used for increased staffing needs, technology and other expenses.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).:

The Angier Elementary School is the oldest school building in Newton still in service as a neighborhood elementary school. The original building built in 1919 was 40,000 gsf. In 1936, an addition of approximately 10,569 gsf was built. This added two classrooms and two toilet rooms on each floor, plus two bicycle rooms in the basement, currently, the largest two classrooms in the school. Angier now contains 51,300 gsf and only 26,578 nsf, indicating that it is a very inefficient structure with a net-to-gross multiple of 1.93. Angier School has neither a cafeteria nor a multi-purpose room/auditorium. Students eat lunch at tables set up in a basement corridor. The original multi-purpose room with stage has been given over to the school library. All of the mechanical, electrical, and plumbing systems are original and not up to current codes, although the building has recently been converted to gas. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift that does not give access to all levels. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning. Angier School has a courtyard that often fills with water. This courtyard is the same level as the gymnasium. Over the last 15 years, the gym floor has needed to be replaced three times due to flooding. The school was converted to gas heat in 2008, and in 2009, a School Building Security Project was funded by a Homeland Security Grant that allowed for the installation of electronic access card readers on two doors at the building. All appropriate staff have electronic access by key fob device, and access records are monitored by a live database.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.:

513000

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site (maximum of 5000 characters).:

Built in 1919, with an addition in 1936, Angier School is sited on 1.98 acres. The building is 3 floors and is approximately 51,300 gross square feet. Parking lot is made of bituminous concrete at the side of the building; there is also a small parking area in the rear. The lot is in fair condition with no accessible route from live parking to school. There is inadequate separation between parking and the paved play area. Sidewalks and ramps are concrete. The Entrance ramp is in poor condition and the sidewalk by the play area is in disrepair. Rear entrances are not accessible. Fields are turf with a skinned infield. Drainage is a problem in the field and there is no accessible route. There are two separate play structures. The K-2 (timber) structure is in fair/poor condition; the 3-5 (steel) is good. The surfacing around and the K-2 structure are not accessible. One bituminous basketball court is sited at the school and is in fair condition. Tennis and an additional basketball court are located at an adjacent park (not part of the 1.9 acres) and are in good condition. Benches and bike racks are located in the front of the school and by the play area. There is wire mesh and steel fencing at the rear and side perimeter. Building floodlights and exterior door lights are in fair condition, but there are no exterior lights in the parking area. There are restrictions of use on adjacent land, and it is not clear if we could build on the park space.

BUILDING ENCLOSURE: Please provide a detailed description of the building enclosure, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).:

Exterior walls are the original load bearing masonry with concrete window and door surrounds, water table, and detailing, all in good condition. There are newer brick window headers at the rear and sides of the building. The roof is flat with metal roof edge and no active leaks. Windows are aluminum with thermal break and thermal glazing, fixed hopper and awning types, all in good condition. Doors are aluminum with pebble fiberglass panels in good condition, but door hardware is non-accessible. Exterior doors are non-accessible and entries are at stair landings providing limited access. One step landing at all other doors

is non-accessible. Because there is no visual front entry, this creates a security risk. There are no structural concerns.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS?: YES

Year of Last Major Repair or Replacement: 1995

Description of Last Major Repair or Replacement:

Lintel replacement and associated masonry repairs

Has there been a Major Repair or Replacement of the ROOF?: YES

Year of Last Major Repair or Replacement: 2000

Type Of ROOF Cold applied

Description of Last Major Repair or Replacement:

Re-roof

Has there been a Major Repair or Replacement of the WINDOWS?: NO

Year of Last Major Repair or Replacement: 1982

Type Of WINDOWS Thermopane

Description of Last Major Repair or Replacement:

some replacement

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems, and any known problems or existing conditions (maximum of 5000 characters):

The HVAC system is poor and inefficient with a 75 year-old boilers. One boiler was repaired in 1985 (boiler #1) with a new burner and a new chamber. One boiler is to be bid for replacement in December 2008. The boilers are currently steam by oil; however, a conversion to natural gas is in process. There are univents and window air conditioning in offices. Mechanical ventilation is below standard or missing in some areas. Plumbing is poor and 89 years old. Student fixtures are not accessible, faculty fixtures are minimal. Fixtures are not water conserving. There is no fire protection system. Electrical service is 400A, 3 phase, 4 wire, 120/208V, in fair condition, approximately 30 years old. There are insufficient working clearances. There are circuit breaker panel boards with conduit and wire feeders, also in fair condition and 30 years old. The school has two indoor generators, the smaller serves lighting, the larger serves the building. Again, there are insufficient working clearances and the room is not 2-hour fire rated. The fire alarm system is multi-zone and ADA compliant with corridor smoke detectors and door holders; there is a master box. The mounting height and locations of some pull stations are out of code. All HVAC systems are past their normal useful life.

Has there been a Major Repair or Replacement of the BOILERS?: YES

Year of Last Major Repair or Replacement: 1985

Description of Last Major Repair or Replacement:

New burner in Boiler #1 and new chamber, 1 boiler for replacement 12/2008. It was funded with City FY08 funds and construction was complete in Spring 2010.

Has there been a Major Repair or Replacement of the HVAC SYSTEM?: NO

Year of Last Major Repair or Replacement: 1976

Description of Last Major Repair or Replacement:

Various room ventilation

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM?: NO

Year of Last Major Repair or Replacement: 1986

Description of Last Major Repair or Replacement:

Project 126 lighting levels

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters):

Interior partitions are glazed brick, full height at upper corridors. There are painted plaster walls, typical and at basement corridor. Partitions are in fair condition with exposed conduit, panels, etc that detract from the functionality and aesthetics.

Floors are carpet and VCT. Carpet is in fair condition, VCT in good condition. Ceilings are 2x4 ACT and 2x2 ACT; in some areas the ceiling is the original plaster. The older ceilings have sagging and stained lines. Wood solid core doors have wood frames and wire glass lights, and are original and are in fair condition, but some swing open into original stairwells obstructing the path of travel. Hardware is also original and in fair condition. There are minimal built-in furnishings. The faculty room has a laminate counter and cabinets. Others are wood. There is minimal storage capacity throughout the building. There are no lockers, only wood cubbies in corridors creating a flammability risk. There are various window treatments throughout including vertical and horizontal blinds, and shades, most in fair condition. Light control is inconsistent. Toilet rooms are CMU, ceramic tile, VCT, plaster, and have metal and wood partitions and are insufficient in number and distribution. They are non-accessible. Stairs are concrete with steel nosing and metal handrails and guardrails. Railings are non-accessible. There is no elevator in the building. A stair lift is located at the main entry stair but impedes function of main circulation when in use. The stair lift does not provide access to the entire building. Signage is minimal and in poor condition. Signage is mostly made of paper and is not code-compliant. The gymnasium has a wood athletic floor and wood backstops. The gym is not accessible. There is no cafeteria. Students eat in the basement corridor which has a VCT floor and painted plaster walls. The kitchen is functional for warming only.

The telephone system is new, but there are no phone lines into classrooms. The lighting system is mostly 2x4 recessed fluorescent. There are no occupancy sensors or multiple switches in offices with natural light. There are many broken and discolored lenses. Some rooms need additional fixtures. Receptacles are generally standard duplex type but more are needed throughout the facility. The security system consists of a control panel in the teacher's room closet, keypads at specific doors, motion detectors in corridors and stairs. The system notifies UL Central Station. There is no independent sound system in the school. Dial phones and speakers are in classrooms, and ceiling speakers are in corridors. The clock/bell system is in good shape. Classrooms and offices use battery operated clocks. There is data in classrooms and office areas with a minimal wireless system. Additional data outlets are needed in classrooms. There is no cable service provided. There is no air conditioning. The gymnasium has a newly replaced athletic floor.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc.:

Programs offered:

- classrooms for each grade
- rooms for special education services, occupational therapy, speech, English as a second language, psychologist, (used to be social worker).
- rooms for specialists, nurse, offices

Programs that may not be offered due to facility restraints:

- after care
- Newton Community education programs
- break out rooms for special education students who need small space
- room for students with behavioral issues
- tutorials
- rooms for other specialists i.e. ABA therapists
- room for parents to gather
- cafeteria
- auditorium
- multi-purpose space
- rooms for instrumental music

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, and a description of the media center/library (maximum of 5000 characters):

Angier has 18 instruction classrooms in regular classroom spaces; the average size is 696 nsf:

1@ 572 nsf

4@ 638 nsf

4@635 nsf

3@682 nsf

4@700 nsf

2@ 1007 nsf (basement rooms with minimal windows and columns in center of spaces)

The library is in a converted auditorium space and is approximately 2,021 nsf; it contains 14, 415 titles with 15,059 copies. This space is shared by the computer lab, parent/staff/student meetings. Performance space is on the small 160 nsf stage in the library.

The following spaces are located in a substandard basement that provides minimal daylight and natural ventilation.

Art room – 704 nsf

Music room – 726 nsf plus 286 nsf shared with custodial office

Gymnasium – 3,337 nsf

After school program – 500 nsf space

Kitchen facilities – 484 nsf, shared w/ SPED breakout space

Teachers' room & dining area – 484 nsf

Angier School has neither a cafeteria nor a multi-purpose room/auditorium. Due to Newton Fire Department regulations limiting occupancy in the gymnasium, it is not possible for the entire school to gather in one space at any time. There are inadequate 100 nsf rooms for OT/PT, and the speech and language program. Learning center, inclusion and literacy programs share two 638 nsf rooms, one of which also houses the book room. The administration area is 680 nsf and the nurse's room is 399 nsf.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters):

Angier is over capacity based on its current enrollment of 375 students and its current programs and spaces. When using the standard 40 square feet per pupil classroom size, Angier School should have a maximum of 349 students, and this does not take into account the deficient spaces and nonexistent programs. When factoring in future enrollment projections showing an additional four students and that Angier currently does not have the educational spaces required to meet Newton standards nor MSBA guidelines, Angier is greatly over capacity. Angier School is 51,300 gross square feet and even though every conceivable space is used for educational purposes it has a very low 68 net square feet per pupil average, which is significantly lower than the MSBA space guidelines of 113 NSF per pupil; this is due in part to the very high net-to-gross area ratio (1.93) of this building, which was constructed in 1919. Angier School is 100% utilized.

Ninety percent of the classrooms are greatly under the MSBA guidelines for elementary schools and are the smallest in size in the Newton school system averaging 600 square feet. Angier does not have a cafeteria, auditorium or multi-purpose space. The art, music, special education and specialist spaces are all undersized when compared to MSBA guidelines. The educational programs do not occur in proper educational spaces and this is due to the physical constraints of the school building.

Many spaces have been either converted into educational spaces, or partitioned into two spaces to accommodate different educational programs, or located in entirely inappropriate spaces to provide the programs required. Angier is a three-story building with foodservice received and prepared at the lowest level, without a cafeteria the school had been serving lunches in the classrooms and without an elevator, had been carrying the food up stairs to the upper levels—an unsafe and unsanitary situation. With ingenuity, the Angier administration has arranged a basement corridor into a “cafeteria” space.

The undersized art and music classrooms are located in the basement level along with two inaccessible general classrooms that have high, basement windows for natural light and structural columns in the middle of the teaching spaces. Three storage closets without mechanical or fresh air have been converted to specialist spaces for OT, speech and special education; these spaces do not meet state building code requirements for occupied spaces.

Capacity issues have been addressed at Angier by having overcrowded classrooms and by using every conceivable space in the building (basement, storage rooms, and corridors included) to meet the educational needs of the students. Angier does not have modular classrooms due to the tight site constraints; there is an emergency access drive around the school building, which then abuts parkland, the MBTA railway tracks and a church property.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including if any override or debt exclusion votes were necessary (maximum of 5000 characters).:

- Regular maintenance and preventative maintenance (PM) programs are funded annually by City Charter funding requirement of up to 2% of the prior fiscal year school budget (2,264,100 in FY11) and City capital funds from bonding/free cash of \$1,750,000.
- PM and regular maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures. PM program includes:
 Asbestos inspection every 3 years
 Boiler cleaning annually
 Elevator inspection
 Emergency generator inspections monthly
 Fire suppression testing annually
 Replacing carpet with vinyl tile
 HVAC maintenance including duct cleaning
 Infrared roof inspection
 Steam trap replacement
 Unit vent filter changes 3x/year
- The Summer Projects program tailors repairs and improvements to each building, including items as painting, flooring, bathroom upgrades and space re-organization to meet enrollment/programmatic demands.
- Capital funds pay for larger repairs from a plan formulated jointly with the Public Buildings Department and include:
 Accessibility improvements
 Communication system upgrades
 Masonry repairs/waterproofing
 Generators
 HVAC system, including replacement of boilers, roof top units, univents
 Energy efficient lighting installation
 Roof/gutter replacements
 Window/door replacements

Priority 2

Please describe the existing conditions that constitute severe overcrowding.

Angier is overcrowded based on its current enrollment of 375 students and its current programs and spaces. When using the standard 40 square feet per pupil classroom size, Angier School should have a maximum of 349 students, and this does not take into account the deficient spaces and nonexistent programs. When factoring in future enrollment projections showing an additional four students and that Angier currently does not have the educational spaces required to meet Newton standards nor MSBA guidelines, Angier is greatly overcrowded.

Angier School is 51,300 gross square feet and has a very low 68 net square feet per pupil average, which is significantly lower than the MSBA space guidelines of 113 NSF per pupil; this is due in part to the very high net-to-gross area ratio (1.93) of this building, which was constructed in 1919.

Priority 2

Please describe the measures the School District has taken to mitigate the problem(s) described above.

Newton has completed a Long-Range Facilities Master Planning process to address overcrowding on a district wide basis. While the K-5 enrollment is projected to decrease overall, on a school by school basis there is overcrowding due to inadequate facility sizes and inappropriate educational spaces (such as corridors and basements). Possible solutions include: redistricting, additions to increase capacity and replacement of older buildings with larger facilities. In Angier every conceivable space is used for educational purposes. Ninety percent of the classrooms are greatly under the MSBA guidelines for elementary schools and are the smallest in size in the Newton school system averaging 600 square feet. Many spaces have been either converted into educational spaces, or partitioned into two spaces to accommodate different educational programs, or located in entirely inappropriate spaces to provide the programs required. Angier is a three-story building with foodservice received and prepared at the lowest level, without a cafeteria the school had been serving lunches in the classrooms and without an elevator, had been carrying the food up stairs to the upper levels—an unsafe and unsanitary situation. With ingenuity, the Angier administration has arranged a basement corridor into an eating area.

The undersized art and music classrooms are located in the basement level along with two inaccessible general classrooms that have high, basement windows for natural light and structural columns in the middle of the teaching spaces. Three storage closets without mechanical or fresh air have been converted to specialist spaces for OT, speech and special education; these spaces do not meet state building code requirements for occupied spaces. The undersized art and music classrooms are located in the basement level along with two inaccessible general classrooms that have high, basement windows for natural light and structural columns in the middle of the teaching spaces. Three storage closets without mechanical or fresh air have been converted to specialist spaces for OT, speech and special education; these spaces do not meet state building code requirements for occupied spaces.

Capacity issues have been addressed at Angier by having overcrowded classrooms and by using every conceivable space in the building (basement, storage rooms, and corridors included) to meet the educational needs of the students. Angier does not have modular classrooms due to the tight site constraints; there is an emergency access drive around the school building, which then abuts parkland, the MBTA railway tracks and a church property.

Priority 2

Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Most of Newton's submitted schools are over 50 year old. Four are over 80. Angier will be 91 years old in 2010. The buildings are crowded for two reasons: elementary enrollment has increased over the last five years and the bulge is now hitting the middle schools. Newton has 21 modular classrooms in place to deal with the increases at both elementary and middle school level, 4 added last year. The second reason is that the buildings were built in a different era for a different educational program. Over the years classrooms and other spaces were converted to accommodate current needs. When built Newton schools did not have SPED and ELL programs in neighborhood schools, children went home for lunch, kindergarten was a ½ day double session, no after school programs existed, nor was there dedicated space for art and music instruction. Newton runs an inclusive SPED program in its elementary and middle schools. SPED programs require self-contained classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. Teachers and specialists have become creative in finding spaces to teach. Many of these spaces are tables in hallways, small closets and former storage spaces with inadequate ventilation. The original auditorium at Angier is now the library. The windowless former auditorium wing spaces are used as SPED offices and tutorial spaces. Two classrooms are on the basement level with poor daylighting. Even without major enrollment increases, the building does not support its current enrollment. The impact on teachers and student learning is real. Students with learning issues and their teachers do not have private, quiet, well ventilated spaces in which to teach and learn without distraction. Angier has some of the smallest classrooms in the city. Of the 18 classrooms 14 are 700 sq. feet and under. The crowded classrooms are noisy and put pressure on both children and teachers. There are no sinks in classrooms. Because of the small classrooms and closets converted to tutorial spaces, educational materials are stored in hallways. There is no multi-purpose room at Angier for whole school assemblies nor a cafeteria. There is a small space for warming food but not a full kitchen. A basement hallway has cafeteria tables. Most children eat lunch in their classrooms. All of the mechanical, electrical, and plumbing systems are original and not up to current codes. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift which does not give access to all levels. Classrooms do not have the ability to adequately support the technology that is part of 21st century education. There is a minimal wireless system and no cable service. There are too few receptacles in classrooms. The phone system is new but there are no phone lines in classrooms. There is no independent sound system in the building. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning.

Please also provide the following:

Cafeteria Seating Capacity: 1

Number of lunch seatings per day: 1

Are modular units currently present on-site and being used for classroom space?: NO

If "YES", indicate the number of years that the modular units have been in use:

Number of Modular Units:

Classroom count in Modular Units:

Seating Capacity of Modular classrooms:

What was the original anticipated useful life in years of the modular units when they were installed?:

Have non-traditional classroom spaces been converted to be used for classroom space?: NO

If "YES", indicate the number of non-traditional classroom spaces in use:

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used:

Please note: There is no cafeteria and no seatings (see above). There is an eating area set up in the basement corridor.

Please explain any recent changes to the district's educational program, school assignment polices, grade

configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters):

The Newton Public Schools instituted a full neighborhood inclusion program over 10 years ago and all school facilities have been adapted to meet the needs of all students. For example, regular classroom space has been used for SPED programs; office space for support services such as speech/language, OT, PT, ABA, social workers, psychologists, and inclusion facilitators has been created out of existing space, in many instances these spaces are in former closets, storage rooms, rooms without proper lighting or privacy. Lifts have been installed where needed. The addition of programs and staff that address the needs of these learners has had a tremendous impact on school facilities and space availability. In addition to the neighborhood inclusion needs, several of Newton's elementary schools also house citywide SPED programs that require the use of classroom space as well, thus putting further pressure on already strained space needs.

School assignment has changed recently. Because of crowding in the elementary schools the new Avalon apartment building development on Route 9 was redistricted from Bowen to Memorial Spaulding. In addition, some optional districts where parents had the choice of two schools, were removed, and now the school department reserves the right to assign new families in optional districts to the least crowded school.

The Ed Center administrative space houses 4 SPED pre-schools because they no longer fit into the elementary school buildings. A privately run pre-school program of long standing was asked to leave the Franklin and Lincoln Eliot Schools and the space was reclaimed for use by the school.

The SC has a class size guideline (elementary: K-1, 20 or below, 2-5, 24 and below; middle school team size of 90 or below) that is not in enforceable across the board because of lack of classroom space and money.

Until recently, elementary schools without auditoriums or other multi-use spaces used gymnasiums for large school gatherings until it was determined that this violated code. They now have no large space for the entire school to gather.

Newton is an urban suburb whose demographics have changed over the years. Many students' first language is not English. These ELL students are supported in small group settings and tutorials, thus the need for smaller classrooms and spaces where they can receive English instruction. Title 1 schools, a homeless shelter and low rent housing are all present in Newton and the city's population is far more diverse than that of the neighboring communities to which Newton is most often compared.

What are the district's current class size policies?:

Elementary

K-1, 20 or below

2-5, 24 and below

Has the district closed, taken off-line, or converted to another, non-school use, any school facilities within the last 10 years?: NO

If "YES", please provide the name and address of any such school facility and provide a description of the reasons for removing the school from service.:

Priority 5

Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

Constructed in 1919 with a 1936 addition, the mechanical system is original to the building and past its normal useful life. The mechanical ventilation is below standard or non-existent in most areas. The boiler is energy inefficient. Plumbing fixtures are original and are not water conserving. There are no digital controls for the systems and no occupancy sensors for the lighting. Recognizing that all of our older buildings are energy inefficient, the City of Newton has entered into a contract with Noresco, an energy services company (ESCO). Noresco has performed a comprehensive investment grade energy audit at this facility, and has reviewed the historic consumption of all utilities while calculating the available energy costs savings that will result from recommended energy conservation projects that will deliver those savings. The City is in the process of reviewing the recommendations and projects, they will be funded by bonding. Noresco will guarantee the savings and manage the construction needed to institute the projects.

Priority 5

Please describe the measures the School District has already taken to mitigate the problem/issues described in Question 1 above.

Newton has recently completed a Long-Range Facilities Master Plan process encompassing all its elementary and middle school buildings. Based on current best practices and Newton's educational mission, educational and building standards that address the reduction of energy consumption have been established as part of the master plan. In recent years, energy efficient lighting has been installed throughout the system by partnering with the NStar Lighting Rebate Program. The City's Public Buildings Department has hired an HVAC specialist who has initiated a preventative maintenance program for the district's heating equipment. This oversight has had a direct impact on reduced energy consumption and energy expenditures. In the last three years, the district has begun using capital funding for major school-wide window and door replacements with energy efficient ones. In addition, the School Department has clear policies and procedures for reducing energy use throughout the day and evening. Heat is not turned on within school buildings until October 15. During the school day thermostats are kept at the lowest possible temperatures and staff and students are reminded to dress warmly and rearrange classroom furnishing to maximize distribution of heat. Similarly, custodians lower thermostats accordingly during the night and on weekends. Policies are in place to shut off lights and use natural lighting whenever possible. The Superintendent periodically sends out reminders regarding these energy conservation policies. There is an staff environmental team in each school that is responsible for encouraging environmental and energy awareness.

Priority 5

Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Most of Newton's submitted schools are over 50 year old. Four are over 80. Angier will be 91 years old in 2010. The buildings are crowded for two reasons: elementary enrollment has increased over the last five years and the bulge is now hitting the middle schools. Newton has 21 modular classrooms in place to deal with the increases at the elementary and middle school levels, 4 added last year. The second reason is that the buildings were built in a different era for a different educational program. Over the years classrooms and other spaces were converted to accommodate current needs. When built Newton schools did not have SPED and ELL programs in neighborhood schools, children went home for lunch, kindergarten was a ½ day double session, no after school programs existed, nor was there dedicated space for art and music instruction. Newton runs an inclusive SPED program in its elementary and middle schools. SPED programs require self-contained classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. Teachers and specialists have become creative in finding spaces to teach. Many of these spaces are tables in hallways, small closets and former storage spaces with inadequate ventilation. The original auditorium at Angier is now the library. The windowless former auditorium wing spaces are used as SPED offices and tutorial spaces. Two classrooms are on the basement level with poor daylighting. Even without major enrollment increases, the building does not support its current enrollment. The impact on teachers and student learning is real. Students with learning issues and their teachers do not have private, quiet, well ventilated spaces in which to teach and learn without distraction. Angier has some of the smallest classrooms in the city. Of the 18 classrooms 14 are 700 sq. feet and under. The crowded classrooms are noisy and put pressure on both children and teachers. There are no sinks in classrooms. Because of the small classrooms and closets converted to tutorial spaces, educational materials are stored in hallways. There is no multi-purpose room at Angier for whole school assemblies nor a cafeteria. There is a small space for warming food but not a full kitchen. A basement hallway has cafeteria tables. Most children eat lunch in their classrooms.

All of the mechanical, electrical, and plumbing systems are original and not up to current codes. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift which does not give access to all levels. Classrooms do not have the ability to adequately support the technology that is part of 21st century education. There is a minimal wireless system and no cable service. There are too few receptacles in classrooms. The phone system is new but there are no phone lines in classrooms. There is no independent sound system in the building. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professionals?: NO
If "YES", please provide the name of the individual and his/her professional affiliation:
Please also provide the date of the inspection::

Priority 7

Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs and the facility limitations precluding the programs from being offered.

The ANGIER elementary school is the oldest school building in Newton still in service as a neighborhood elementary school. It was constructed in 1919 and last renovated in 1936. This indicates that it has never received a single dollar of state aid under the School Building Assistance Act of 1948. Angier contains 51,300 gsf and only 26,578 nsf, indicating that it is a very inefficient structure with a net-to-gross multiple of 1.93. Angier has 70 nsf per pupil. The total net area is due to its two largest classrooms, its art room, its after school facilities, its music room, its gymnasium, its teachers dining room and its minimal kitchen facilities, all of which are located in substandard facilities on the Basement level that provide minimal daylight and natural ventilation. Angier has 18 regular classroom spaces, all but 2 of which are smaller than 800 nsf: there are 2 CR @ 575 nsf, 5 @ 638 nsf, 2 @ 660 nsf, 3 @ 682 nsf, 2 @ 700 nsf and 2 @ 752 nsf. The average classroom size is 701 nsf. The two largest classrooms (@ 1,007 nsf) are located in the basement. The total net area devoted to regular classrooms is 12,624 nsf. The Angier School has neither a cafeteria nor a multi-purpose room/auditorium. Students eat lunch at tables set up in a basement corridor. The original multi-purpose room with stage has been given over to the school library. The music room is shared with the custodial staff and the art room contains only 704 nsf. The after-school program is held in minimal facilities of less than 500 nsf. There are tiny 100 nsf rooms for the OT/PT program and the speech and language program. In sum, the Angier School has served Newton well for 88 years and should be retired from service as soon as is practicable.

Priority 7

Please describe the measures the School District has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

The City of Newton has just completed a Long-Range Facilities Master Plan of its 15 elementary schools and 4 middle schools. A clear intent is to use the Master Plan as a blueprint for mitigating the educational inadequacies of the existing elementary and middle school physical plant. In the meantime, the City continues to locate additional modular classrooms at those schools experiencing the most severe overcrowding and, where unavoidable, to take over space from special programs to convert to regular classroom use. While this provides some short-term relief, it only points to the need for a comprehensive approach to the City's elementary and middle school educational needs for the next 25 years.

Priority 7

Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Most of Newton's submitted schools are over 50 year old. Four are over 80. Angier will be 91 years old in 2010. The buildings are crowded for two reasons: elementary enrollment has increased over the last five years and the bulge is now hitting the middle schools. Newton has 21 modular classrooms in place to deal with the increases, 4 added last year. The second reason is that the buildings were built in a different era for a different educational program. Over the years classrooms and other spaces were converted to accommodate current needs. When built Newton schools did not have SPED and ELL programs in neighborhood schools, children went home for lunch, kindergarten was a ½ day double session, no after school programs existed, nor was there dedicated space for art and music instruction. Newton runs an inclusive SPED program in its elementary and middle schools. SPED programs require self-contained classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. Teachers and specialists have become creative in finding spaces to teach. Many of these spaces are tables in hallways, small closets and former storage spaces with inadequate ventilation. The original auditorium at Angier is now the library. The windowless former auditorium wing spaces are used as SPED offices and tutorial spaces. Two classrooms are on the basement level with poor daylighting. Even without major enrollment increases, the building does not support its current enrollment. The impact on teachers and student learning is real. Students with learning issues and their teachers do not have private, quiet, well ventilated spaces in which to teach and learn without distraction. Angier has some of the smallest classrooms in the city. Of the 18 classrooms 14 are 700 sq. feet and under. The crowded classrooms are noisy and put pressure on both children and teachers. There are no sinks in classrooms. Because of the small classrooms and closets converted to tutorial spaces, educational materials are stored in hallways. There is no multi-purpose room at Angier for whole school assemblies nor a cafeteria. There is a small space for warming food but not a full kitchen. A basement hallway has cafeteria tables. Most children eat lunch in their classrooms.

All of the mechanical, electrical, and plumbing systems are original and not up to current codes. The boiler is inefficient affecting the comfort level of teachers and children. Heat is uneven. Some rooms are too hot; others are too cold. Ventilation is below standard and missing in some spaces. The building is not accessible. There is a stair lift which does not give access to all levels. Classrooms do not have the ability to adequately support the technology that is part of 21st century education. There is a minimal wireless system and no cable service. There are too few receptacles in classrooms. The phone system is new but there are no phone lines in classrooms. There is no independent sound system in the building. All of the systems in the building are past their useful life affecting comfort and security as well as teaching and learning.

Vote

Vote of Municipal Governing Body YES: 23 NO: 0 Date: 1/18/2011

Vote of School Committee YES: 9 NO: 0 Date: 1/10/2011

Vote of Regional School Committee YES: NO: Date:

Form of Vote

The following form of vote should be used by both the City Council/Board of Aldermen, Board of Selectmen/equivalent governing body AND the School Committee in voting to approve this Statement of Interest.

If a regional school district, the regional school district should use the following form of vote.

Resolved: Having convened in an open meeting on _____, the

[City Council/Board of Aldermen,

Board of Selectmen/Equivalent Governing Body, School Committee] of _____ [City/Town/School District],

in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to

submit to the Massachusetts School Building Authority the Statement of Interest dated _____

for the _____ [Name of School] located at

_____ [Address] which

describes and explains the following deficiencies and the priority category(s) for which

_____ [Name of City/Town/District] may be invited to apply to the

Massachusetts School Building Authority in the future

_____ [Insert a description of the priority(s) checked off on

the Statement of Interest and a brief description of the deficiency described therein for each priority]; and hereby further specifically

acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority

in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any

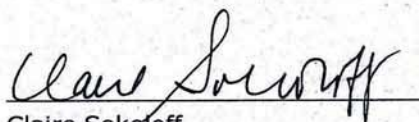
other funding commitment from the Massachusetts School Building Authority, or commits the

_____ [Name of City/Town/District] to filing an application for funding with the

Massachusetts School Building Authority.

Form of Vote

Resolved: Having convened in an open meeting on January 10, 2011, the School Committee of Newton, MA in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated January 26, 2011 for the Angier Elementary School located at 1697 Beacon Street Waban, MA 02468 which describes and explains the following deficiencies and the priority category(s) for which Newton, MA may be invited to apply to the Massachusetts School Building Authority in the future: elimination of existing severe overcrowding and replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating, and ventilation systems, to increase energy conservation and decrease energy related costs to a school facility; and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.



Claire Sokoloff
Chair, Newton School Committee

Closed Schools

Question 1: Has the District sold, closed, or otherwise removed from service a school in the last 10 years?

NO

Question 2: Does the District have any plans to sell, close, or otherwise remove from service a school in the next 10 years?

NO

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR
(E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer

School Committee Chair

Superintendent of Schools

(print name)

(print name)

(print name)

(signature)

(signature)

(signature)

Date

Date

Date

CITY OF NEWTON
IN BOARD OF ALDERMEN

January 18, 2010

RESOLUTION TO THE NEWTON SUPERINTENDENT OF SCHOOLS
AUTHORIZING THE SUPERINTENDENT TO SUBMIT A STATEMENT OF
INTEREST FOR 2011 TO THE MASSACHUSETTS SCHOOL BUILDING
AUTHORITY BY JANUARY 26, 2011 DESIGNATING ANGIER ELEMENTARY
SCHOOL AS THE TOP PRIORITY SCHOOL FOR THE CITY OF NEWTON.

BE IT RESOLVED: that the Board of Aldermen of Newton, MA having convened in an open meeting on January 18, 2011, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated January 26, 2011 for the Angier Elementary School located at 1697 Beacon Street Waban, MA 02468 which describes and explains the following deficiencies and the priority category(s) for which Newton, MA may be invited to apply to the Massachusetts School Building Authority in the future elimination of existing severe overcrowding and replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating, and ventilation systems, to increase energy conservation and decrease energy related costs to a school facility: and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

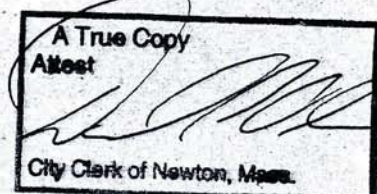
Under Suspension of Rules

Readings Waived and Resolution Approved

23 yeas 0 nays 1 absent (Alderman Salvucci)



(SGD) DAVID A. OLSON, City Clerk



ATTACHMENT B

CONTRACT FOR DESIGNER SERVICES –
BASE CONTRACT FOR DESIGN BID BUILD OR CM-AT-RISK PROJECT

DESIGNER SERVICES CONTRACT AMENDMENT FOR DESIGN/BID/BUILD

DESIGNER SERVICES CONTRACT AMENDMENT FOR CM-AT-RISK

CONTRACT FOR DESIGNER SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)

This Contract is made as of this _____ day of _____ in the year _____ between
the _____, _____
(Owner) (street)
_____, _____, _____
(City) (State) (Zip Code)
hereinafter called "the Owner" and _____
(Designer)

_____, _____, _____, _____
(street) (city) (State) (Zip Code)
hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic
and Extra Services described herein at _____
(name/description of Project)

The Designer is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Designer may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Designer. If the Owner elects to construct the Project using the CM at Risk ("CM-R") construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority's Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority's Standard Amendment for DBB, as it may be amended from time to time by the Authority.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, and excluding those services specified under Articles 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 8.3, the Designer shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

Designer's Project Architect/Engineer: _____

The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

	Name of Firm	Name of Principal	MBE/ WBE
Civil Engineering			
Landscape Architecture			
Structural Engineering			
Fire Protection Engineering			
Plumbing Engineering			
HVAC Engineering			
Electrical/Lighting/			
Data/Communications			

Environmental Permitting			
Geotechnical Engineering			
Hazardous Materials			
Cost Estimating			
Kitchen/Food Service Consultant			
Laboratory Consultant			
Acoustical Consultant			
Specifications Consultant			
Library/Media/Audio Visual Consultant			
Technology Consultant			
Theatrical Consultant			
Sustainable/Green Design/Renewable Energy Consultant			
Code Consultant			
Accessibility Consultant			
Traffic Consultant			
Furniture, Fixtures and Equipment Consultant			
Site Surveying			
Security Consultant			

IN WITNESS WHEREOF, the Owner and the Designer hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER

(print name)

(print title)
By _____
(signature)
Date _____

DESIGNER

(print name)

(print title)
By _____
(signature)
Date _____

TABLE OF CONTENTS

PROJECT DESCRIPTION, FEE AND SIGNATURES	
ARTICLE 1 DEFINITIONS	
ARTICLE 2 RELATIONSHIP OF THE PARTIES.....	
ARTICLE 3 RESPONSIBILITIES OF THE OWNER.....	
ARTICLE 4 RESPONSIBILITIES OF THE DESIGNER.....	
ARTICLE 5 SUB-CONSULTANTS	
ARTICLE 6 COMPENSATION	
ARTICLE 7 BASIC SERVICES.....	
ARTICLE 8 EXTRA SERVICES	
ARTICLE 9 REIMBURSABLE EXPENSES	
ARTICLE 10 COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS	
ARTICLE 11 RELEASE AND DISCHARGE	
ARTICLE 12 ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD	
ARTICLE 13 NOTICES	
ARTICLE 14 INDEMNIFICATION	
ARTICLE 15 INSURANCE	
ARTICLE 16 OWNERSHIP OF DOCUMENTS.....	
ARTICLE 17 STATUTORY REQUIREMENTS.....	
ARTICLE 18 MISCELLANEOUS	
ATTACHMENT A PAYMENT SCHEDULE	
ATTACHMENT B REQUEST FOR DESIGNER SERVICES (RFS)	
ATTACHMENT C M/WBE PARTICIPATION SCHEDULE	
ATTACHMENT D LETTER OF INTERNAL CONTROL (DESIGNER)	
ATTACHMENT E LETTER FROM CPA ON INTERNAL CONTROLS	
ATTACHMENT F FORM OF DESIGNER CONTRACT AMENDMENT	

ARTICLE 1: DEFINITIONS

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings.

APPLICABLE LAWS – All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to the Project.

APPROVAL -- A written communication from the Owner approving the work of the current Phase, as identified on Attachment A, or authorizing the Designer to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

AUTHORITY – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

BASIC SERVICES – The scope of services to be provided by the Designer under this Contract, unless the Contract is otherwise terminated pursuant to Article 12, as described in Article 7 of this Contract, and as it may be amended pursuant to Article 18.4.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION – The certificate prepared by the Designer and approved by the Owner to the effect that the Work has reached Substantial Completion.

CHANGE ORDER – A written instrument prepared by the Designer and signed by the Owner, Owner's Project Manager, Contractor or CM at Risk, and Designer, stating their agreement on a change in the Construction Contract Documents, including, but not limited to, a change in the Contract Sum and/or Contract Time, and/or any other specification in the Construction Contract Documents.

COMMISSIONING CONSULTANT – A person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

CONSTRUCTION CONTRACT DOCUMENTS – The Construction Contract Documents consist of the Owner-Contractor or Owner-CM at Risk Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Drawings, Plans, Technical Specifications, all addenda issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner-Contractor or Owner-CM at Risk Agreement relating thereto.

CONSTRUCTION MANAGEMENT AT RISK or CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted pursuant to M.G.L. c. 149A, §§ 6 & 7, to provide Construction Management at Risk Services.

CONTRACT – This Contract, inclusive of all Attachments, between the Owner and the Designer; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR OR GENERAL CONTRACTOR – The person or firm with whom the Owner has contracted pursuant to M.G.L. c. 149, §§ 44A-44M to perform the construction for this Project.

CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT – The form prescribed by the Owner which contains the Contractor's or CM at Risk's application or requisition for periodic or final payment for Work performed in accordance with the Construction Contract Documents and the Designer's certificate for payment as approved by the OPM and the Owner.

DESIGNER – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing architecture, landscape architecture, and/or engineering services under this Contract and which meets the qualifications set forth in M.G.L. c. 7 § 38A 1/2.

DESIGNER SERVICES – The services to be performed by the Designer and its Subconsultants under this Contract including developing and providing all data, designs, drawings, specifications and estimates required for the Project.

DISTRICT – see “OWNER.”

EXTRA SERVICES – Services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services.

FEASIBILITY STUDY AGREEMENT – The agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

FEE FOR BASIC SERVICES – The fee to be paid to the Designer for satisfactorily performing the Basic Services required under this Contract, exclusive of the compensation to which the Designer may be entitled pursuant to Articles 8 (Extra Services) and 9 (Reimbursable Expenses).

FINAL COMPLETION – The Work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

FINAL DESIGN PROGRAM – A description of the programmatic, functional, spatial, and environmental requirements of the Project in written and graphic form indicating the scope of work and design requirements of the Project.

GENERAL LAWS – The Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

GUARANTEED MAXIMUM PRICE or GMP - The agreed total dollar amount for the Construction Management at Risk services, including the cost of the Work, the general conditions and the fees charged by the Construction Management at Risk firm.

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Designers contracting with Owners for projects receiving any funding from the Authority, as they may be amended from time to time by the Authority.

MATERIALS – The designs, drawings, project manual specifications, and other materials prepared by the Designer as defined in Article 16.1.

MBE/WBE – A minority-owned business (MBE) or a women-owned business (WBE) certified by the State Office of Minority and Women Business Assistance (SOMWBA).

NOTICE TO PROCEED – The written communication issued by the Owner to the Contractor or CM at Risk authorizing him to proceed with the construction contract and establishing the date for commencement of the contract time.

OWNER – The entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project, or has or will have exclusive control over the site for at least the duration of the useful life of the school facility that is the subject of the Project, and is responsible for administering this Contract.

OWNER-CONTRACTOR AGREEMENT or OWNER – GENERAL CONTRACTOR AGREEMENT – The contract between the Owner and one or more General Contractors and/or

goods or services providers for construction of a whole or part of the Project, including approved change orders.

OWNER-CM at RISK AGREEMENT – The contract between the Owner and the CM at Risk, including, but not limited to, the GMP Amendment, for the provision of Construction Management at Risk Services for the Project.

OWNER'S PROJECT MANAGER or OPM – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted to perform the Project Management Services for this Project, and who meets the qualifications of M.G.L. c. 149, § 44A ½ and has been approved by the Authority.

PHASE – A distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – The owner(s) and/or officer(s) of the Designer or Subconsultant who are in responsible charge of the Project.

PROJECT – All work that pertains to the study, planning, programming, design, construction, reconstruction, installation, demolition, maintenance and repair, if any, as described in the Project Scope and Budget Agreement and Project Funding Agreement.

PROJECT ARCHITECT AND/OR PROJECT ENGINEER – The individual designated by the Designer as its Project Architect or Project Engineer. Such Project Architect or Project Engineer shall be a registered architect, engineer or landscape architect as required by the Request For Designer Services, shall be the person who shall oversee the performance of all services provided on the Project and shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT CONSTRUCTION BUDGET – That portion of the Total Project Budget that enumerates the cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, the General Contractor or the CM at Risk and all subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other expenditures that are ordinarily considered as construction cost allocations. The Project Construction Budget includes the design contingency, bidding contingency, and price escalation contingency, as appropriate to the phase of the Project.

PROJECT FUNDING AGREEMENT – the Project Funding Agreement described in the 963 CMR 2.02 and executed by the Authority and the Owner.

PROJECT SCHEDULE – A complete list of all activities, time and sequence required to complete the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT SCOPE AND BUDGET AGREEMENT – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

RECORD DRAWINGS – The drawings prepared by the Designer and its Subconsultants pursuant to Article 7.10.5 of this Contract which incorporate the design changes made during the construction period and which incorporate information on the marked-up prints, as-built drawings and other data furnished by the General Contractor or CM at Risk and any subcontractors.

REIMBURSABLE EXPENSES – Costs and expenses incurred by the Designer that are reimbursable pursuant to the provisions of Article 9 of this Contract.

REQUEST FOR DESIGNER SERVICES or RFS – The written document appended hereto as Attachment B specifying various requirements including the project goals and general scope, project site, scope of services, submission requirements, schedule, and construction budget.

STANDARD OF CARE – The generally accepted professional standard of care ordinarily used by design professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity.

SUBCONSULTANT – The Subconsultants listed on page 1 of this Contract, together with any additional Subconsultants engaged by the Designer from time to time, which shall be an individual, company, firm, or business having a direct contractual relationship with the Designer, who provides services on the Project.

SUBCONTRACTOR – The person or entity having a direct contractual relationship with the Contractor, or CM at Risk who has the contract to perform the construction of the Project, except as otherwise specifically provided or required herein or by Law. Subcontractor when used also means “Trade Contractor” except when otherwise specified.

SUBSTANTIAL COMPLETION – The Work, as evidenced by the Certificate of Substantial Completion, is fully complete or substantially complete so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first.

TOTAL PROJECT BUDGET – A complete and full enumeration of all costs of the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

TRADE CONTRACTOR – a subcontractor having a direct contractual relationship with a Contractor or CM at Risk to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149, §44F, and any other sub-bid classes of work selected by the Owner for the Project in accordance with the provisions of either M.G.L. 149, §44F(1)(a) or M.G.L. c. 149A, §8(a).

WORK – The entire construction required to be furnished under the Construction Contract Documents. Work includes performing and furnishing any and all services, obligations, duties,

responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction assigned to, or undertaken by the Contractor or the CM at Risk pursuant to the Construction Contract Documents.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project required for the project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.
- 2.2 The Designer is solely responsible for providing the design for the Project and for performing in accordance with this Contract.
- 2.3 The Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor or Owner - CM at Risk Agreement. The Designer shall be responsible for the Designer's negligent acts or omissions but shall not have control over or charge of acts or omissions of the Contractor or CM at Risk, Subcontractors, or the agents or employees of the Contractor or CM at Risk or Subcontractors, the Owner's Project Manager, the Authority or its Commissioning Consultant or other technical consultants.
- 2.4 Nothing in this Contract shall be construed as an assumption by the Designer of the responsibilities or duties of the Contractor or CM at Risk or the Owner's Project Manager. It is the intention of the parties that the Designer's services shall be rendered in a manner compatible with and in coordination with the services provided by the Owner's Project Manager and the Commissioning Consultant. It is not intended that the services of the Designer and the Owner's Project Manager or the Commissioning Consultant be competitive or duplicative, but rather complementary. The Designer shall be entitled to rely upon the Owner's Project Manager, Commissioning Consultant and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall have the right to approve the Designer's work.
- 3.2 The Owner shall designate an individual who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Designer.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Designer as provided in Articles 6, 7, 8 and 9, 10 and 11.

- 3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner's consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.
- 3.5 Except as otherwise provided in this Contract, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor or CM at Risk and the Designer's consultants through the Designer about matters arising out of or relating to the Construction Contract Documents. The Owner shall promptly notify the Designer of any direct communications that may affect the Designer's services.
- 3.6 The Owner shall provide the Designer access to the Project site prior to commencement of the Work and shall obligate the Contractor or CM at Risk to provide the Designer access to the Work wherever it is in preparation or progress.
- 3.7 If the Owner requests the Designer to execute any certificates that are not readily available as of the effective date of this Contract, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. The Designer shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Contract.
- 3.8 The Owner shall deliver to the Designer in a timely manner written copies of all Approvals required by this Contract. If Approval is withheld, the Owner shall notify the Designer in a timely manner in writing why such Approval is being withheld.
- 3.9 The Owner shall not unreasonably withhold, delay, condition, or deny any approval, acceptance, or consent required under this Contract, including any Approval.

ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER

- 4.1 The Designer shall perform the Designer Services in accordance with the requirements of this Contract, and in accordance with the Standard of Care. The Designer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with such professional standards and shall exercise the Standard of Care to provide the services required under this Contract in conformity with all Applicable Laws.
- 4.2 The Designer shall be responsible for the Designer Services including any changes to such Services that may be required in accordance with this Contract. The Designer shall furnish appropriate competent professional services for each of the Phases in accordance with the Standard of Care. Any changes, corrections, additions or deletions requested by the Owner and the Authority shall be incorporated into the design of the Project unless detailed objections thereto are issued in writing by the Designer, subject to Article 8.2.2. Nothing

herein shall be construed as an assumption by the Owner or the Authority of the responsibilities or duties of the Designer.

- 4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from time to time. In the event of delays due to causes outside of the Designer's control, the project design schedule may be extended as necessary, and Designer's compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.
- 4.4 The Designer shall provide the scope of services required by this Contract, as described in more detail in the RFS and Attachment A.
- 4.5 The Designer shall comply with the terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority, now in effect or hereafter promulgated during the term of this Contract, without any additional compensation, that are applicable to Designer's Services under this Contract and that have been provided or are readily available to Designer prior to such Services being performed. The Owner shall reasonably compensate the Designer for complying with any term or condition of a project agreement executed between the Owner and the Authority or any administrative directive issued by the Authority, that was not provided to or was not readily available to the Designer prior to such Services being performed and that materially impacts the Designer's scope or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.
- 4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into in reliance on the Designer's representation that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer's control (such causes shall include if an individual leaves or is no longer associated with the Designer's firm). If the Designer proposes to replace one of the members of the Designer's team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer's obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.

- 4.7 The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and their Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.
- 4.8 The Designer shall employ at all times adequate professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely performance of the obligations of the Designer. The Designer shall acquaint its employees and Subconsultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c. 149, M.G.L. 149A, and M.G.L. c. 30, that are relevant to the performance of Designer's obligations under this Contract. When directed by the Owner, the Designer shall fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Designer and its employees and of any Subconsultants and their employees in accordance with the provisions of M.G.L. c. 71, § 38R, M.G.L. c. 6, §§ 167-178B (the so-called CORI Law), any other applicable law, and District policy. All contracts between the Designer and each Subconsultant shall include appropriate provisions requiring the Subconsultant to fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Subconsultant and its employees as aforesaid.
- 4.9 The Designer shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Designer or its Subconsultants to perform in conformance with the terms and conditions of this Contract.

4.10 Design Within the Project Construction Budget

- 4.10.1 The Designer shall prepare cost estimates for the Project as described in Article 7 of this Contract or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Authority.
- 4.10.2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFS to be constructed within the Project Construction Budget, provided that the Designer shall be permitted to recommend to the Owner such adjustments to the Project's design, consistent with the Project Funding Agreement, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer's cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.
- 4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any

amount, the Owner shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Owner and Authority, the Owner shall, with the approval of the Authority:

- (a) direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, in accordance with Article 4.10.5 of this Contract; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget; or
- (c) authorize rebidding of the Project within a reasonable time; or
- (d) terminate this Contract in accordance with Article 12.3; or
- (e) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.4 In a Project constructed pursuant to M.G.L. c. 149A, the Designer shall be responsible for managing the design of the Project to stay within the Project Construction Budget. If the GMP proposal submitted by the CM at Risk exceeds the Project Construction Budget, the Designer shall review and compare the Project Construction Budget with the GMP proposal submitted by the CM at Risk to identify the variances. Upon completion of this review, if directed by the Owner, the Designer shall assist the Owner in negotiating a GMP within the Project Construction Budget in accordance with Article 7.7.9. If a GMP cannot be successfully negotiated between the Owner and the CM at Risk within the Project Construction Budget, the Owner shall, with the approval of the Authority:

- (a) direct the Designer to participate with the Owner, OPM, and CM at Risk in design reviews and revise the design, including appropriate revisions to drawings and specifications, as necessary in order to reach an agreement on a GMP within the Project Construction Budget; in accordance with Article 4.10.5; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget and resume negotiating a GMP with the CM at Risk; or
- (c) terminate this Contract in accordance with Article 12.3; or
- (d) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.5 (a) If the Owner chooses to proceed under Article 4.10.3(a) or 4.10.4(a), the Designer and its Subconsultants, without receiving additional compensation, except if fewer than three bona fide, responsible bids were received (in the case of a Project constructed pursuant to M.G.L. c. 149, §§ 44A-44M) or (in the case of a Project

constructed pursuant to G.L. c. 149A) if fewer than three bona fide responsible Trade Contractor or so-called non-trade contractor bids for each category of work were received, or if 4.10.5(b) and/or (c) applies, shall cooperate in revising the designs, drawings and specifications as may be required to reduce or modify the quality or scope or both, of the Project so that they will comply with the Project Construction Budget as approved at the conclusion of the Construction Documents Phase or as amended. Any changes to the educational program or the approved space summary shall be subject to the written approval of the Authority. Upon completion of these revisions, the Designer shall also be required to produce a revised cost estimate demonstrating that the estimated cost of the Project does not exceed the Project Construction Budget. Revising the designs, drawings, and specifications and updating the cost estimate shall be the sole obligation on the part of the Designer with respect to 4.10.3(a) or 4.10.4(a); (b) If the Owner elects to proceed with revisions that significantly increase the complexity either of the Construction Contract Documents themselves or the Construction Administration Phase services that the Designer will have to provide, then the Designer shall be entitled to an equitable adjustment in its Fee to reflect the impact on its services; (c) If the bid or proposal referenced in 4.10.3 or 4.10.4 above was submitted on a date that is more than three (3) months after approval of the Construction Contract Documents then such revisions shall be Extra Services.

4.10.6 The Designer must receive written approval of the Owner and the Authority before the Project Construction Budget shall be considered amended.

4.11 Additional Tests and Surveys: The Designer shall be responsible for reviewing the surveys, investigations, testing and reports completed by the Owner and as provided under Article 3.4, and determining the types of additional or expanded surveys, investigations, or testing required for the Project. Such services shall be provided by qualified specialty Subconsultants as necessary. Both the types of services and the Subconsultants shall be approved by the Owner. In the event that the Designer employs the services of a Subconsultant to provide such services, the Designer shall employ such Subconsultants who have the professional liability insurance coverage described in paragraph 15.8.1 covering such services, to the extent that such insurance coverage is generally available to Subconsultants. The Designer shall, upon the Owner's written request, assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 8 – Extra Services unless such services are specifically included as Basic Services in the RFS. Such services may include but need not be limited to:

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

4.11.3 Geotechnical and geoenvironmental investigations and reports, including existing buildings hazardous material reports, boring tests, test pits, observation wells, testing and chemical analysis of site substrate conditions;

4.11.4 Traffic studies.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.
- 5.2 Upon request, the Designer shall provide the Owner with copies of its agreements with Subconsultants, including any amendments thereto and copies of the Subconsultant's applicable certificates of insurance.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants or assignment of services shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 6: COMPENSATION

- 6.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 8 and 9, the Designer shall be compensated by the Owner in the amounts specified in Attachment A as that Fee may be amended by written amendment to this Contract.
- 6.2 When the Designer receives payment from the Owner, the Designer shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received unless payment has been theretofore made. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Designer and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 6.3 Payment Schedule
 - 6.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each Phase. The amount of fees attributable to each Phase shall be as set out in the schedule in Attachment A. Payment for approved Reimbursable Expenses and/or Extra Services shall be made monthly upon receipt of an approved invoice from the Designer.
 - 6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner's approval of an invoice from the Designer. The Owner's payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional

liability insurance required under paragraphs 15.7.1 and 15.7.2. The Owner may withhold approval of invoice items the Owner reasonably believes have not been performed in accordance with this Contract, including adjustments to payment amounts in instances where required submittals to the Authority may be found to be missing or incomplete. If Owner and Designer continue to disagree, the disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b).

6.4 Installment Payments During Construction

- 6.4.1 During the construction Phase, the Designer shall be paid the Fee for Basic Services stipulated in Attachment A.
- 6.4.2 Payments to the Designer during the construction Phase shall be made in equal monthly installments for the duration of the construction Phase. The amount of each payment shall be determined by dividing 95% of the fee for Construction Phase/Final Completion as stipulated in Attachment A by the number of months between the Notice to Proceed and the scheduled issuance of the Certificate of Substantial Completion as indicated in the Project Schedule as approved by the Owner. The Designer shall be entitled to Extra Services in accordance with Article 8.3 should the Project be delayed beyond the 60-day period described in Article 8.3 for reasons beyond the control of the Designer.

6.5 Final Installment: The Designer shall be paid the unpaid balance of the fee for Construction Phase/Final Completion as stipulated in Attachment A (as that fee may be amended), upon compliance with the following requirements:

- 6.5.1 Approval of the Certificate of Final Completion of construction (such Certificate to be in the form developed by the Authority). In cases where a Certificate of Partial Release of Retainage is approved, the Designer shall be paid up to an amount commensurate with the percent of retainage released until a Certificate of Final Completion is approved; and
- 6.5.2 Delivery by the Designer to the Owner of the Record Drawings required by this Contract; and
- 6.5.3 Verification of payment to MBE/WBE Subconsultants or Subconsultants identified on Attachment C and as required by Article 17.4; and
- 6.5.4 A written evaluation of the General Contractor or CM at Risk by the Designer from which the Owner shall be able to complete its submission of the Contractor Evaluations as required by M.G.L. c.149 § 44D(7).
- 6.5.5 In the event that the Designer is unable to comply with items 6.5.1 and 6.5.2 above due to reasons beyond the Designer's control, as determined by the Owner, Final Installment shall not be unreasonably withheld or delayed beyond 60 days after the date of Substantial Completion, provided that the Designer has complied with all other requirements.

6.6 Substantial Change

- 6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.
- 6.6.2 Should the Designer and the Owner be unable to negotiate a mutually acceptable amendment to the Fee for Basic Services when there has been a substantial change in the specified services, the Owner shall unilaterally and promptly determine, in good faith and supported by a written explanation in sufficient detail, a reasonable maximum dollar amount for the services as amended and process payments to the Designer subject to said maximum amount, until an amendment to the Fee for Basic Services for such change is set by later agreement between the parties, provided, that the Designer's acceptance of such payments shall not be considered a waiver by the Designer of its right to pursue a claim for additional compensation related to the change in services, and provided that such disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b). In no event shall the Designer stop work under this Contract due to a disagreement with the Owner regarding an amendment in the Designer's Fee for Basic Services, provided that the Owner complies with its payment obligations under this Article 6.6.
- 6.6.3 Notwithstanding the foregoing, the amendment to this Agreement described in paragraph 7.4.8 shall be negotiated and executed by both parties prior to the start of the subsequent Phase.

ARTICLE 7: BASIC SERVICES

- 7.1 The Designer shall discuss with the Owner and the Authority the requirements for each Phase before beginning work on that Phase.
- 7.2 The Owner and the Authority will promptly review and approve the Designer's submittals. Upon completion of its review, the Owner shall promptly and in writing:
 - (a) approve the submittal as made; or
 - (b) approve that part of the submittal that is acceptable and reject the remainder; or
 - (c) reject the submittal; or
 - (d) require the Designer to submit additional information or details in support of its submittal.
- 7.2.1 The description of Designer Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each Phase.

- 7.2.2 As a part of Basic Services, the Designer shall provide six copies of each submittal to the Owner; two copies of each submittal to the Authority, and, if the Owner elects to proceed with the CM at Risk construction delivery method, one copy of each submittal to the CM at Risk. Drawings submitted to the Authority shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Designer is required to make submittals in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for Extra Services, provided, however, that the Designer shall not be entitled to such compensation if and to the extent the Owner or the Authority shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.
- 7.2.3 All document submittals shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Owner and Authority. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Owner and/or Authority.
- 7.2.4 Electronic Submittals: In addition to all other submittals called for by this Article 7 and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Designer shall submit two (2) electronic copies on compact disks for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Article 16. The Electronic Submittals shall be provided on CD electronic format as approved by the Owner and Authority and as follows:
- (a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Owner and acceptable to the Authority. Electronic file naming convention shall be acceptable to the Owner and the Authority.
 - (b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.
 - (c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.
 - (d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer

purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense but only to the extent that such purchase of new software or training of existing employees is unique or exclusive to the particular requirements of the Owner or the Authority for this particular Project.

- (e) The Designer's compliance with the terms of this Article shall be performed as part of the Basic Services under the Contract, and the Designer shall not receive any additional compensation for providing the Electronic Submittals, (including but not limited to conversions or copies of software), except as specified herein. The Designer shall not be responsible for any use of Electronic Submittals on hardware or software for which it was not intended. Creation of a Building Information Model is excluded from the definition of Electronic Submittals; if the Owner requests the Designer to create such a Model, the parties shall execute a separate agreement and Designer shall receive Extra Services for its creation.

- 7.2.5 In reviewing and preparing all documents for evaluation as part of the Feasibility Study and/or any other design phase for which the Designer may be authorized, the Designer shall determine gross area and net areas in the following manner in order to maintain uniformity in computation and consistency of both gross and net square foot areas of buildings:

Gross Area: The area included within the outside faces of the exterior walls for all stories. Custodial areas such as janitor closets, building maintenance and building employees' locker rooms, circulation areas such as corridors, lobbies, stairs, and elevators, and mechanical areas such as those designated to house mechanical and electrical equipment, utility services, and non-private toilets shall be considered as part of the gross area, but not part of the net area.

Net Areas: In general, those areas which have a specific assignment and functional program use as determined by the facility, including, but not limited to, areas such as cafeterias, auditoriums, libraries, administrative and classrooms. These shall be measured from the inside finish of permanent outside walls to the inside finish of corridor walls, and to the inside finish of intermediate partitions.

7.3 Feasibility Study Phase:

- 7.3.1 The Designer shall familiarize itself with the Authority's Guidelines and Standards for feasibility studies that further specify the work to be performed by the Designer during this Phase and shall perform its Feasibility Study Phase services in accordance with such Guidelines and Standards and the provisions of this Contract. The Designer shall meet with the Owner to arrive at a mutual understanding of the

requirements of the Feasibility Study. The Designer shall submit a proposed work plan including anticipated tasks and submittals.

7.3.2 The Owner is required to ascertain the Authority's input and approval throughout the study process; therefore, the Designer shall develop and prepare the documentation required by the Feasibility Study to assist the Owner in securing the Authority's concurrence and/or approval at the following milestones before proceeding to the next milestone (Note that some of the approvals to move to the next milestone require a vote of the Authority's Board of Directors):

- (a) Preliminary design program;
- (b) Budget Statement for Educational Objectives, as defined by 963 CMR 2.02;
- (c) Development of alternatives to be studied;
- (d) Preliminary evaluation of alternatives;
- (e) Final Evaluation of Alternatives;
- (f) Recommendation to the Authority's Board of Directors of the preferred alternative that will be advanced to schematic design.

7.3.3 The Designer shall cooperate with the Owner and the Authority to define and develop a few reasonable, educationally sound, cost effective, and practical solutions for the Owner and Authority's evaluation that satisfy the Owner's educational program requirements that were provided by the Owner to the Designer. The alternatives considered shall address the following as a minimum:

- (a) Analysis of school district student school assignment practices and available space in other schools in the district; and
- (b) Tuition agreements with adjacent school districts (per M.G.L. c.70B §8); and
- (c) Rental or acquisition of existing buildings that could be made available for school use. (per M.G.L. c.70B §8); and
- (d) Renovation and/or addition to existing building(s) and related facilities or fields, if appropriate to the Project; and
- (e) No-build or status quo option, to be used as a benchmark for comparative analysis of all other alternatives; and
- (f) In some cases, it may also be appropriate to consider construction of new building and the evaluation of potential locations.

7.3.4 Feasibility Study submittals shall be provided pursuant to Article 7.2.2 and shall be subject to the written Approval of the Owner.

7.3.5 The Designer shall present and explain the Feasibility Study to the Owner and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.3.6 The Designer shall meet with the Owner every other week during this Phase.

7.4 Schematic Design Phase

7.4.1 Upon receipt of an Approval to proceed to Schematic Design Phase, the Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Final Design Program approved in writing by the Owner and the Authority.

7.4.2 The Designer shall submit a proposed design work plan pursuant to this Contract including anticipated tasks and submittals. The Designer shall also submit to the Owner a proposed schedule consistent with any Project Schedule included in the RFS (Attachment B) modified as required by any subsequent schedule changes or delays outside of Designer's control. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include time for the Owner's and the Authority's review and approval of submittals and for necessary submissions for permits in connection with the Project. The work plan shall also include a work plan schedule of values consistent with Attachment A, which shall be the basis for which payments of the Fee for Basic Services within each Phase shall be made. The work plan schedule of values shall identify deliverables within each Phase and percentages of the phase fee payable upon completion of such deliverable. When approved by the Owner as provided in Article 7.4.8, the work plan schedule of values shall govern the timing of payments of the Fee for Basic Services upon completion of deliverables within each Phase and as each Phase progresses.

7.4.3 The Designer shall: Prepare a preliminary evaluation of the Recommended Preferred Solution from the Feasibility Study, the Final Design Program, and Proposed Total Project Budget; collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the "Recommended Preferred Solution" complies with all applicable codes and regulations, including any special design standards supplied by the Authority and its Commissioning Consultant; and meet with local building officials to identify and confirm applicable standards, codes and any project specific criteria.

7.4.4 The Designer shall develop the Recommended Preferred Solution to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner and Authority comments and shall include each of the following, to the extent applicable to the Recommended Preferred Solution:

- (a) Traffic Analysis - analyze the impact of anticipated vehicular and pedestrian traffic, including impacts to existing infrastructure, to determine efficient and safe site access.

- (b) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.
- (c) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.
- (d) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.
- (e) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.
- (f) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.
- (g) Massing Study – an analysis of the building’s integration into its surroundings and neighborhood with drawings, models, or photographs.
- (h) MA-CHPS or LEED-S Scorecard – Pursuant to the Authority’s Sustainable Building Design Guidelines complete a MA-CHPS or LEED-S for Schools Scorecard and describe sustainable design features and each high performance green school prerequisite and credit included in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs.
- (i) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).
- (j) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:
 - 1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.
 - 2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling

units, heat recovery units, exhaust stacks, and special systems (e.g. fume exhausts).

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.
 4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.
 5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts, and location of major equipment items such as switches and hubs.
- (k) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment and workmanship, and the special or unique conditions of construction.
- (l) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.
- (m) Construction cost estimate - in Unifomat II Level 3 format with aggregated unit rates and quantities supporting each item. If independent cost estimates are prepared for the Owner by the OPM in this or subsequent phases, then the Designer shall work with the OPM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.
- (n) Siting analysis, including content, traffic and access, topographic and utilities recognition.

- (o) Site Development Plan – Site plan shall be at a minimum scale of 1 inch equals 40 feet and include property lines with bearings and distances, building setbacks, site acreage, wetlands information, proposed and existing topography, proposed and existing buildings and site features, floor and roof elevations for all buildings, proposed and existing utilities and utility connections, and emergency equipment access.
- (p) Schematic Building Floor Plans of all floors and roof at a minimum scale of 1/16" = 1'-0" showing all elements of the building including overall dimensions, gross square footage of each floor and net square footage of each space, response to functional requirements of program, major and minor access, circulation, and room data sheets.
- (q) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

- 7.4.5 Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Owner, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals. Two (2) additional copies shall be submitted to the Authority by the Designer.
- 7.4.6 The Designer shall present and explain the Schematic Design to the Owner, the OPM and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.
- 7.4.7 The Designer shall meet with the Owner every other week during the Schematic Design Phase.
- 7.4.8 Prior to the issuance of an Approval to proceed to the Design Development Phase, the Designer and the Owner shall meet to finalize the design work plan, project schedule, and schedule of values described in Article 7.4.2, and they shall if necessary execute an amendment to the Contract to include all required modifications to govern the subsequent phases of the Designer's services.
- 7.4.9 Construction Delivery Method Evaluation and Selection
 - (a) The Designer shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Designer, in conjunction with the Owner's Project Manager, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The decision to pursue a particular construction delivery method shall be within the sole discretion of the Owner, subject to the approval of the Inspector General as provided in M.G.L. c. 149A, §4. The services provided by the Designer in assisting and advising the Owner in its determination of the

appropriate construction delivery methodology shall be included in Basic Services.

- (b) If the Owner elects to construct the Project using the CM at Risk construction delivery method pursuant to M.G.L. c. 149A, and has obtained the approval of the Office of the Inspector General to do so, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for CM-R which includes Articles 7.5 through 7.10. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for DBB, which includes Articles 7.5 through 7.9.

7.5 INTENTIONALLY OMITTED

7.6 INTENTIONALLY OMITTED

7.7 INTENTIONALLY OMITTED

7.8 INTENTIONALLY OMITTED

7.9 INTENTIONALLY OMITTED

7.10 INTENTIONALLY OMITTED

ARTICLE 8: EXTRA SERVICES

8.1 General

8.1.1 Extra Services are those services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

8.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented and approved by the Owner in writing prior to the performance of any Extra Services.

8.1.3 Cost proposals for Extra Services shall be computed in accordance with Attachment A.

8.2 Unless specifically stated elsewhere and only with the prior written Approval of the Owner, the Designer shall perform any of the following services as Extra Services:

8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including

substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

- (a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

- 8.2.3 preparing documents for bidding alternates requested by the Owner, except for a reasonable number and extent of alternates to keep construction costs within the Project Budget which shall be Basic Services;
- 8.2.4 revising Construction Contract Documents which have been initially submitted and approved in their final and complete form, if general bids (Chapter 149) or subcontractor bids (Chapter 149 or 149A) for work required thereunder are not advertised based on such Construction Contract Documents within four months after initial submission;
- 8.2.5 services in connection with rebidding if the need to rebid is not attributable to the Designer;
- 8.2.6 attending meetings with the Owner, Owner's Project Manager, the Authority, Department of Labor and Workforce Development, the Office of Attorney General, the Office of the Inspector General, or the CM at Risk (if the project is constructed pursuant to M.G.L. c. 149A) in matters of dispute if attendance is required by the Owner, provided such dispute did not arise due to the fault of the Designer;
- 8.2.7 furnishing other services in excess of Basic Services made necessary by the default or failure of performance of the General Contractor or CM at Risk or Subcontractors;
- 8.2.8 providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
- 8.2.9 preparing change orders and supporting data in accordance with Article 10, or modifying the Construction Documents in response to an unreasonable amount of substitutions proposed by the Contractor or CM at Risk, or responding to unreasonable and excessive requests for information (RFIs) by the Contractor or CM at Risk, where such information is available from a careful study and review of the Construction Documents;
- 8.2.10 assisting the Owner in litigation or claims arising out of the Owner-Contractor Agreement or Owner-CM at Risk Agreement, provided such litigation or claims did not arise due to the fault of the Designer;
- 8.2.11 performing services during a construction period extended beyond the additional 60 calendar day period, specified in Article 8.3;

- 8.2.12 performing professional services which are not otherwise required under this Contract as Basic Services;
- 8.2.13 providing services in connection with partial completion or partial systems completion inspections at the time of Substantial Completion of the Work or of a project construction phase and/or separate bidding package due to delay by the Contractor or CM at Risk in completing the Work on schedule;
- 8.2.14 providing services in connection with Contractor, CM at Risk or Bidder disputes or questions arising out of the bidding process, unless such protest is a result of an act or omission of the Designer. Such services include research and preparation for and appearance at bid protest hearing and similar proceedings.

8.3 Construction Phase Services Provided after the Original Construction Completion Date

- 8.3.1 If construction of the Work, or of a project construction phase and/or separate bidding package has not reached substantial completion within the original construction period (as set forth in the Owner-Contractor or Owner-CM at Risk Agreement and as agreed to by the Designer), there shall be added to said construction period a period of sixty (60) calendar days, during which period the Designer shall continue to provide construction phase services for which no extra compensation shall be paid for the services described in Article 7.9 and 7.10.1 through 7.10.4 in a CM at Risk Project or for the services described in Articles 7.8 and 7.9.1 through 7.9.4 in a DBB Project.
 - 8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.10.3 (which are fully defined under Article 7.9.2) and 7.10.4 in a CM at Risk Project or for the services described in Articles 7.9.3 (which are fully defined under Article 7.8.2) and 7.9.4 in a DBB Project. The Designer may also be entitled to Extra Services compensation for tasks performed beyond the added sixty (60) calendar days period for tasks related to Article 7.9.1 (d) through (i) in a CM at Risk Project or 7.8.1(d) through (i) in a DBB Project. In any event, the Designer is required to identify and present the anticipated Extra Services contemplated under Article 8.3.2 in accordance with Article 8.1. In no event shall the Designer be entitled to any additional compensation on account of an extended construction period if and to the extent that a binding agreement or decision that results from a dispute resolution proceeding determines that the Designer's acts or inactions caused the construction period to be extended.
- 8.4 In the event of an emergency the Designer may proceed to perform Extra Services as required to meet the emergency after obtaining the verbal approval of the Owner. The Designer shall provide a written report to the Owner, as soon after the emergency arises as possible, and such report shall describe the emergency and the Extra Services that were performed.
- 8.5 Invoices for Extra Services shall be accompanied by a breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of

Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 9: REIMBURSABLE EXPENSES

- 9.1 For coordination and responsibility for the services, materials and costs described in 9.1.1 through 9.1.6, the Designer shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses, when authorized by the Owner:
- 9.1.1 The actual cost to the Designer for Subconsultants and for additional tests under 4.11 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner.
 - 9.1.2 The cost of printing more than nine (9) sets of design submittals for a CM at Risk project, or more than eight (8) sets of design submittals for a project pursuant to G.L.c. 149, or more than two electronic versions thereof per design submission deliverable phase or sub-phase.
 - 9.1.3 The cost of printing the bid documents and the related copying, postage, and handling services during a prequalification or bid period.
 - 9.1.4 The cost of reproducing the mylar reproducible of the construction drawings for use by the General Contractor or CM at Risk in preparing the record drawings.
 - 9.1.5 Out of pocket expenses paid by the Designer such as filing fees, testing, and permit fees if such fees would be normally paid by the Owner.
 - 9.1.6 Renderings, models, mock-ups, photographs and any other presentation materials.
 - 9.1.7 Other expenses deemed necessary or appropriate by the Owner in writing.
- 9.2 Non-Reimbursable Expenses: The Owner shall not reimburse the Designer or its Subconsultants for travel expenses, sustenance, telephone, copying, facsimiles, electronic mails, postage and delivery expenses or cost estimating, unless specifically required elsewhere in this Contract.
- 9.3 The Designer shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract.

ARTICLE 10: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS

- 10.1 The Designer shall be entitled to Extra Services compensation for preparing Change Orders initiated by the Owner except as provided in Article 10.3.

- 10.2 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders to adjust the scope of construction work which arises from existing conditions for which unit prices have been specified in the Construction Contract Documents.
- 10.3 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders necessary to address errors or omissions by the Designer.
- 10.4 Change Orders for which the Designer is not entitled to compensation are to be referred to as “no fee change orders.”
- 10.5 The fact that the Designer is not entitled to compensation for preparing a Change Order shall not limit any legal remedies which the Owner may have for recovering its additional costs necessitated by the Change Order.

ARTICLE 11: RELEASE AND DISCHARGE

- 11.1 The acceptance by the Designer of the last payment under the provisions of Article 6.5 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and officers, from all claims of the Designer and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD

12.1 Assignment:

- 12.1.1 The Designer shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in this Article 12), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Designer must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Designer or its assignee from its responsibilities under this Contract. The Owner shall not assign this Contract without the written consent of the Designer.

12.2 Suspension:

- 12.2.1 The Owner may, at any time, effective upon fifteen (15) business days written notice to the Designer, suspend this Contract. If the Owner provides such written notice, the Designer shall be compensated for Services satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension; invoices for such Services shall be properly submitted, but may be submitted after the date of such notice up to the effective date of suspension.
- 12.2.2 If a written notice of suspension issued pursuant to sub-paragraph 12.2.1 lasts for more than 90 consecutive calendar days, the Designer may, upon resumption of the Contract, be entitled to additional compensation for actual costs incurred due to such suspension provided that the suspension was not attributable to the Designer's fault.

12.3 Termination:

- 12.3.1 (a) By written notice to the Designer, the Owner may terminate this Contract effective on five (5) calendar days notice without cause. All compensation and reimbursement due to the Designer in accordance with the Contract terms, for services satisfactorily performed up to the date of termination, including proportionate payment for portions of the services started but incomplete at the time of termination, shall be paid to the Designer, provided no payment shall be made for services not yet performed or for anticipated profit on unperformed services. (b) Owner may terminate this Contract effective on five (5) calendar days notice for cause, and no further payment shall be due to the Designer to the extent the Owner can reasonably identify damages in specific amounts for which the Designer is liable under this Contract; Owner shall pay other amounts otherwise due and owing to the Designer.
- 12.4 Suspension or Termination by Designer: By written notice to the Owner and the Authority, the Designer may suspend or terminate (at Designer's sole option) this Contract:
- 12.4.1 if the Owner, within thirty (30) days following written notice from the Designer of any material default by the Owner under the Contract (including failure to pay in accordance with the Contract), shall have failed to cure such default; or
- 12.4.2 if, after the Designer has performed all services required during any Phase prior to construction and at least three (3) months have elapsed without receipt by the Designer of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Designer. This provision shall not apply to a Designer who has received a notice of suspension pursuant to 12.2.
- 12.4.3 Upon a proper termination by the Designer, the Designer shall be compensated as provided in 12.3.1 above regarding termination without cause.
- 12.5 No Award of Owner-Contractor Agreement: If the Project is constructed pursuant to M.G.L. c. 149, §§ 44A-44M, the Owner-Contractor Agreement is not awarded by the Owner within one hundred twenty (120) days after the receipt of general bids for the Project and the bids have not been rejected and the Project has not been suspended, the Designer shall be paid through the Bidding Phase as if a contract for construction were awarded according to the payment schedule provided in Attachment A. This Article 12.5 does not apply, however, if the Designer has been directed to perform design revisions pursuant to 4.10.2, for the purposes of bringing the design of the Project within the Project Construction Budget.

ARTICLE 13: NOTICES

- 13.1 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person (b) by certified mail, postage prepaid, return receipt requested (c) by facsimile or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to _____;

If to _____;

If to _____;

or to such other address as the Owner, Authority and Designer may from time to time specify in writing. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip that bears the time and date of request.

ARTICLE 14: INDEMNIFICATION

14.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of, or the breach of this Contract by, the Designer or a person employed by the Designer, or Subconsultant for whom the Designer is responsible under this Contract.

14.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the Owner and the Authority and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by an act or omission of the Designer or a person or Subconsultant for whom the Designer is responsible under this Contract.

ARTICLE 15: INSURANCE

15.1 The Designer shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner and by the Authority under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Designer or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of the Contract between the Owner and the Designer or for such longer period as required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

15.3 The Designer, and any of its Subconsultants, shall submit to the Owner originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the

Owner and shall be made available to the Authority upon request. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage and said certificates shall be made available to the Authority upon request. Failure by the Designer to obtain and maintain the insurance required by this Article, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Designer under this Contract.

- 15.4 Termination, cancellation, or modification or reduction of coverage or limits by endorsement of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Designer or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required below. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.6 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

- 15.6.1 The Designer shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:
- (a) Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
 - (b) Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Designer shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be included as an additional insured in this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
 - (c) Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than \$1,000,000 combined single limit per accident.

- (d) Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.7 Professional Liability

15.7.1 The Designer shall maintain professional liability insurance covering negligent errors and omissions and negligent acts of the Designer and of any person or entity for whose performance the Designer is legally liable at all times while services are being performed under this Contract and for a period of six years thereafter (as calculated in accordance with the terms below in this 15.7.2). The minimum amount of such insurance shall be \$2,000,000 per claim/\$2,000,000 annual aggregate.

15.7.2 If the policy is in a “claims made” format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor or the CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-Contractor Agreement or Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8 Subconsultants

15.8.1 The Designer shall require by contractual obligation, and shall exercise due diligence to enforce, that any professional engineering or landscape architecture Subconsultant hired in connection with the services to be provided under this Contract shall, unless otherwise agreed in writing by the Owner, obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract, except that the limit of Subconsultant’s professional liability insurance shall be not less than \$2,000,000 per claim/\$2,000,000 annual aggregate.

15.8.2 All professional liability policies obtained by Subconsultants shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of “A” or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

15.8.3 If the Subconsultant's insurance policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the General Contractor or CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-General Contractor Agreement or the Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8.4 Other nonprofessional Subconsultants shall be required to maintain insurance in the types and amounts that they routinely carry in the course of their practice.

15.9 Liability of the Designer

Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

15.10 Asbestos and Hazardous Materials

15.10.1 Unless otherwise provided in the RFS, the Designer shall have no responsibility for the discovery, presence, handling, removal or disposal of or for the exposure of persons to oil or hazardous materials in any form at the Project, including but not limited to asbestos-containing materials or other hazardous materials, as defined in MGL c.21E §2.

15.10.2 In the event that the Designer employs the services of a sub-consultant to provide services related to either the testing for asbestos-containing materials or oil or hazardous materials or related to the specification of methods and procedures for the removal or remediation of such asbestos-containing materials or oil or hazardous materials, the Designer shall employ such Subconsultants who have liability insurance coverage covering such services, to the extent that such insurance coverage is generally available to Subconsultants. Upon the Owner's written request, the Designer shall assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 9 - Reimbursable Expenses unless such services are specifically included as Basic Services in the RFS.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of

tangible materials to the extent authored or prepared, in whole or in part, by the Designer pursuant to this Contract (collectively, the “Materials”), other than the Designer’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner and the Authority as “works made for hire” or otherwise, provided that the Owner complies with its payment obligations under this Contract. The Owner and the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner and the Authority shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer. The Owner and the Authority shall provide appropriate credit to the Designer, in terms agreed upon by the Design, in any publicity about or plaque at the Project. The Designer shall have a license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities. The Designer shall have a license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to this Contract, copies of all original Materials shall be promptly turned over to the Owner and the Authority.

- 16.2 The Owner and the Authority agree to waive any and all claims against the Designer and, to the fullest extent permitted by law, to jointly and severally defend, indemnify and hold the Designer harmless from and against any and all claims, losses, liabilities and damages incurred by the Owner or asserted by any other entity or individual arising out of or resulting from any use of the Materials on other projects, modifications of the Materials made by the Owner or others and used on this Project, or any reuse or modification of the Materials or any of Designer’s designs, drawings and specifications. The Authority shall be a party to this Contract solely for the purposes of enforcing its rights and obligations under this Article 16.

ARTICLE 17: STATUTORY REQUIREMENTS

- 17.1 Agent for Service of Process: If the Designer's principal place of business is outside of the Commonwealth of Massachusetts, the Designer shall appoint an agent for the service of process as provided in M.G.L. c.227, §5. The power of attorney reflecting such appointment shall be filed with the Secretary of State as provided in M.G.L. c.227, §5. Copies of the power shall be provided to the Owner. There shall be no lapse in such agency for as long as the Designer may have potential liability.

17.2 Truth-in-Negotiations Certificate (M.G.L. c.7, §38H)

- 17.2.1 If the Designer's fee has been negotiated, the Designer must file a truth-in-negotiations certificate prior to execution of this Contract by the Owner. The certificate shall contain the following certifications:

- (a) that wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- (b) that the Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

17.3 Certification Pursuant to M.G.L. c.7 §38H (e): In accordance with M.G.L. c.7 §38H(e), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no Consultant to or Subconsultant for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or Subconsultant of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

17.4 Minority-Owned and Woman-Owned Business Participation: Pursuant to M.G.L. c. 7, § 40N, the Designer shall subcontract a minimum of eight percent (8%) of its work to SOMWBA Certified minority-owned enterprises (MBEs) and four percent (4%) to SOMWBA Certified women-owned enterprises (WBEs) certified by the State Office of Minority-and-Women-Owned Business Assistance, SOMWBA, 10 Park Plaza Suite 3740, Boston, MA 02116; such percentages shall be based on the listed services defined and required in the RFS . If the Designer is a SOMWBA certified MBE or WBE the requirements in this Article 17.4 are not applicable.

17.4.1 The Designer shall complete and submit at the time of contract execution a completed Participation Schedule which is attached to this contract as Attachment C in order to be in compliance with Article 17.4 above.

17.5 Accounting Requirements: The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each Subconsultant employed by the Designer. The Owner, the Authority, and the Commonwealth's Inspector General may at all reasonable times audit such records that directly pertain to this Contract. On a Contract where the Fee for Basic Services exceeds \$100,000 the Designer shall comply with M.G.L. c.30 §39R which requires the Designer to:

17.5.1 Maintain accurate and detailed accounts for a six-year period after the final payment;

17.5.2 File with the Owner annual audited financial statements or statements from their accountants that their reviews are consistent with state laws.

- 17.5.3 File with the Owner a statement of management on internal accounting controls on its letterhead as prescribed in Attachment D and a statement from an independent certified public accountant (CPA) on its letterhead as prescribed in Attachment E to this Contract.
- 17.6 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the firm and/or individuals in the firm are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.7 Interest of Designer: The Designer hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Designer covenants that 1) neither he/she nor any member of the Designer firm presently has any financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Designer; and 3) no partner or employee of the Designer firm is related by blood or marriage to any officer, official, or employee of the Owner.
- 17.8 Equal Opportunity: The Designer shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, genetics, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs. Each shall comply with all provisions of Title VII of the Civil Rights Act of 1964 and MGL c.151B.
- 17.9 Certification of Non-Collusion: The signatory certifies under penalties of perjury that the Designer's proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

ARTICLE 18: MISCELLANEOUS

- 18.1 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 18.2 Venue: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.
- 18.3 Non-Waiver: Neither the Owner's review, approval, or acceptance of, nor payment for any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.
- 18.4 Entire Agreement: This Contract represents the entire and integrated agreement between the Owner and the Designer and, except as otherwise provided herein, supersedes all

prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written agreement signed by both the Owner and the Designer, and approved by the Authority, which approval shall not unreasonably be delayed, denied, conditioned, or withheld.

- 18.5 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, then either party may file suit in accordance with Article 18.2; and (d) This Article of dispute resolution provisions shall survive termination of this Contract.
- 18.6 Waiver of Subrogation: (a) To the extent damages are covered by property insurance, the Owner and the Designer waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or Owner CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. (b) Nothing in this Contract shall create a contractual relationship with or create a cause of action in favor of a third party against the Owner or the Designer.

ATTACHMENT A

PAYMENT SCHEDULE

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

Basic Services

Feasibility Study Phase

Schematic Design Phase

Design Development Phase

Construction Documents Phase

Early Bid Packages.....

Bidding Phase.....

Construction Administration Phase

Completion Phase

TOTAL.....

Extra Services

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the lesser of \$150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of \$150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Subconsultants personnel including principals.

Hourly Rates:

ATTACHMENT B

REQUEST FOR DESIGNER SERVICES (RFS)

ATTACHMENT C

PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS BY SOMWBA CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISES

This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.

Owner _____

Project No: _____

<u>Name of Company</u>	<u>Description of Work</u>	<u>M/WBE</u>	<u>Dollar Value Participation</u>
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____

Dollar Value of MBE Commitment: \$ _____

Dollar Value of WBE Commitment: \$ _____

Total Dollar Value Commitment: \$ _____

Original Fee for Basic Services Amount \$ _____

DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

Date _____

Name of Architect/Engineer

Authorized Signature

Address

City, State & Zip Code

ATTACHMENT D

**M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS
APPLIES TO CONTRACTS OF \$100,000 OR MORE
SAMPLE LETTER TO BE PREPARED ON DESIGNER'S LETTERHEAD**

Date

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE: Enfield High School

Dear:

This Statement of Internal Accounting Controls is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm, the Designer under the Contract, has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

ATTACHMENT E

<p>MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS APPLIES TO CONTRACTS OF \$100,000 OR MORE SAMPLE LETTER TO BE PREPARED ON CPA’S LETTERHEAD</p>

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE:

Dear

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the _____ in connection with the

Name of Designer
above-captioned project. This statement is required under M.G.L. c.30 §39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(CPA)

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. _____

WHEREAS, the _____ (“Owner”) and _____, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the _____ Project (Project Number _____) at the _____ School on _____.
“Contract”; and

WHEREAS, effective as of _____, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
Total Fee	\$ _____	\$ _____

This Amendment is a result of: _____

3. The Construction Budget shall be as follows:

Original Budget: \$ _____

Amended Budget \$ _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ _____

Amended Schedule \$ _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

DESIGNER

(print name)

(print title)

By _____
(signature)

Date _____

7.5 Design Development Phase

- 7.5.1 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, and the Authority. This shall include meeting at least once every other week with the Owner and the OPM during this Phase.
- 7.5.2 The Designer shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Owner and the Authority, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables as they are defined in this Article 7.5.2 and as they are further defined in Articles 7.5.3, 7.5.4, 7.5.5, 7.5.6 and 7.5.7:
- (a) a list of all filings and permits within Designer's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;
 - (b) information and documentation within the technical expertise of the Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;
 - (c) soils exploration data, geotechnical and geoenvironmental reports, showing exploratory locations relative to siting of proposed structures;
 - (d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements and other features;
 - (e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
 - (f) design development drawings which the Designer shall submit for review to the local building official;
 - (g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];
 - (h) a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.5.6. The estimate cost shall be projected, to the mid point of the construction period;

- (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;
- (j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements, and explaining any deviations in writing.

7.5.3 Design Development Drawing Requirements: The Design Development drawings shall illustrate and describe the refinement of the design of the Project to a level of detail that is customary and standard, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Drawings shall delineate locations and elements of Work which may be proposed to be assigned to project construction phases and/or separate bidding packages. Documents shall include, but not be limited to, the following:

- (a) Site and utility drawings showing;
 - 1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
 - 2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
 - 3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
 - 4. Building locations fixed and referenced from main survey baseline, if available.
 - 5. Plant materials with preliminary schedule.
- (b) Building drawings and other graphic and written requirements with floor plans showing: (minimum scale 1/8" = 1'0");
 - 1. building perimeter with exterior wall thicknesses and overall dimensions;
 - 2. structural grid;
 - 3. plan requirements of mechanical and electrical systems;
 - 4. building core; elevators, stairs, shafts, toilet rooms;
 - 5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
 - 6. door swings;
 - 7. floor elevations;
 - 8. built-in furniture and equipment; and
 - 9. furniture layout concept drawings.
- (c) Roof plans showing;

1. proposed systems type;
 2. pitch and drainage patterns;
 3. roof drains, gutters and scuppers;
 4. skylights, stairs through roof, penthouses, major equipment, chimneys.
- (d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;
- (e) Building elevations showing;
1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
 2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
 3. all fenestration;
 4. column centerlines;
 5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
 6. louver and equipment enclosure systems; and
 7. exterior grades and topographical features in context.
- (f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;
- (g) Interior elevations: Major spaces, e.g. library, lobby, and all typical spaces, e.g. classrooms;
- (h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;
- (i) Colored interior elevations and perspectives of major and typical spaces
- (j) Schedules;
1. finish schedule by room types;
 2. door schedule by room;
 3. window schedule;
 4. equipment schedules, e.g., food service, instructional media.
- (k) Structural Concepts;
1. Foundation plan showing sizes and locations of typical components.
 2. Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.
 3. Column locations.

4. Preliminary details including floor and roof deck, statements as to methods of lateral bracing and how requirements of earthquake code will be met.
 5. Details for special and/or incidental structural features, e.g. tunnels, connecting bridges and unique architectural features.
 6. Connection to existing buildings at foundation and at key points at existing structure if applicable.
- (l) Fire Protection: floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and, if so, show location within the building. Show typical sprinkler head layout;
- (m) Plumbing and sanitary systems: floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment;
- (n) Heating, Ventilating and Air Conditioning Systems;
1. Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
 2. Indicate space requirements of major equipment and their location in mechanical rooms and fan rooms. Major shafts.
- (o) Electrical Systems;
1. All services including those for special purposes shall be located and indicated.
 2. Lighting shall be indicated as to type, location and intensities in foot-candles for each special and typical space.
 3. Switchgear and emergency generator.
 4. Fire alarm system drawings showing all initiation and signaling devices, control panels, annunciator panels, etc.
 5. Security system drawings.
 6. Communications drawings showing chases, major equipment locations and any special distribution requirements.
 7. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
 8. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.
- 7.5.4 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, e.g., kitchen, elevator, library, media room, equipment where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.
- 7.5.5 Project Manual Requirements (Specifications):
- (a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include,

but not be limited to, a comprehensive description of the Project and the materials proposed for use in the work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by CSI MasterFormat as applicable to proposed construction.

1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
 2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.
- (b) The following is a list of items that shall at a minimum be identified or outlined in this Phase:
1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
 2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
 3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
 4. Footing drains; type, disposal of drainage.
 5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
 6. Roofs; types, vapor barrier, insulation, flashings, all materials.
 7. Flashings; general types, all materials, weights, where each type is to be used.
 8. Sheet metal; gutters, leaders, others uses, except flashings.
 9. Windows; general types, materials, sub-frames, finish, glazing, screens.
 10. Doors, exterior and interior; types.
 11. Steps, exterior; including platforms and landings' materials.
 12. Stairs, interior; including platforms, landings, walls, materials and finishes.
 13. Framing; wood, concrete or metal systems in accordance with general design.
 14. Partition construction related to room type.
 15. Cabinet and casework; types and materials.
 16. Food Service Equipment; types and materials.
 17. Furring; lathing, plastering, materials and locations.
 18. Insulation thermal; types, thicknesses, methods of application and locations.
 19. Acoustical treatments; types, thicknesses, methods of application and location.
 20. Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.

21. Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
22. Water supply; source; location of main to which connection will be made; type of pipe for service main; load requirements; load factors and pressures.
23. Sanitary sewers; sewage disposal system, pipe and other materials.
24. Storm sewers; storm drainage disposal system (institution or local facility), pipe and other materials.
25. Gas main; material, size, location. Interface with utility company.
26. Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation fixture quality, all special features.
27. Heating, ventilating and air conditioning; type of heating and refrigeration plants, type and capacity of boilers and cooling equipment, fuel, type of burners, fuel storage, heaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, principal air conditioning equipment types, special features, supply, return and exhaust ductwork.
28. Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV, information retrieval and/or data processing system.
29. Elevators, dumbwaiters and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.
30. Other built-in equipment, types and materials.
31. Special features.

7.5.6 Construction Cost Estimate Requirements – The Designer shall provide a construction cost estimate in Uniformat II Level 3 format with aggregated unit rates and quantities supporting each item referenced in Article 7.5.5(b). The estimate cost shall be projected, to the mid point of the construction period.

- (a) The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the OPM and shall work in good faith and in cooperation and coordination with the OPM to reconcile any differences between the construction cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project

Construction Budget, the Designer shall cooperate with the Owner and the OPM in identifying, specifying and recommending changes in, or additional specification of materials, equipment, component systems and types of construction, or other adjustments in the scope or quality of the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the authorized Project Construction Budget.

- (b) Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

7.5.7 Reports, drawings, specifications, cost estimates and other design development submittals shall be subject to the written approval of the Owner and the Authority. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of Design Development drawings, specifications, cost estimates, and other submittals. Two (2) copies shall be submitted to the Authority by the Designer.

7.5.8 The Designer shall present and explain the Design Development submittal to the Owner and the Authority and at a local public meeting scheduled by the Owner, if any such meeting is scheduled or in conference.

7.5.9 The Designer and its Subconsultants shall collaborate with the Authority's Commissioning Consultant to develop design criteria which will support the purposes of building commissioning and energy/resources conservation concepts as commonly understood and as prescribed by the Commissioning Consultant.

7.6 Construction Documents Phase: In addition to the requirements specified in the RFS (Attachment B), upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Designer shall do the following:

7.6.1 The Designer shall meet regularly and as necessary with the Owner, the Authority, the OPM, and the Commissioning Consultant. This shall include meeting at least twice per month (or more frequently if needed) with the Owner and the OPM during this Phase.

7.6.2 Based on the submittals approved in the Design Development Phase of the Project, the Designer shall update and refine the items previously submitted and shall submit the following on or before the date and time specified in the Project Schedule:

- (a) Construction documents progress submittals as follows:

1. a 60% Construction Documents Submittal, with deliverables as defined in Article 7.6.3;
2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.6.4;

3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.6.5;
 4. a Bid Documents Submittal, with deliverables as defined in Article 7.6.6
- (b) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;
- (c) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits identified in 7.5.2(a).
- (d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval six (6) sets of the drawings, specifications, construction cost estimates and all other submittals. Unless a lesser number is specifically provided hereinafter, the Designer shall furnish two (2) sets of said drawings, specifications, construction cost estimates and all other submittals to the Authority. The Designer shall also furnish to the Owner and the Authority electronic media copies of the foregoing drawings and documents in such form as may be required by the Authority.

7.6.3 60 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 60 % Construction Documents Submittal (60% CD Submittal), which shall include:
1. Construction Documents and other deliverables, as defined in this Article 7.6.3 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. In instances where the Designer takes exception to the Authority's previous review comments on the Design Development submittal, a written statement explaining its position.
 3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.
 4. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Authority in the Project Funding Agreement.

5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.
 6. A list of all drawings related to the Project.
 7. A materials selection statement identifying typical interior and exterior surfaces and their materials.
 8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.
 9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.
 10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.
 11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.
 12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply.
- (b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph and Article 7.6.9, the Designer shall provide a construction cost estimate prepared using the Unifomat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner and the Authority. The Designer shall submit said construction cost estimate separately, as a supplement to the 60% CD Submittal, no later than twenty-one days after the submission of the 60% CD Submittal described in Article 7.6.3(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.6.4 90 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 90 % Construction Documents Submittal (90% CD Submittal), which shall include:
1. Construction documents and other deliverables as defined in this Article 7.6.4 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Authority in the Project Funding Agreement.
 3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.
 4. Final structural and energy design calculations.
 5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Authority requirements for all school construction projects having a floor area in excess of 10,000 square feet). The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer's structural engineering consultant shall have reached a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.
 6. The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the Owner and the Authority at the time of completion of the remainder of the construction documents at the level of final completion.
 7. In instances where the Designer takes exception to any of the Authority's 60% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7.6.5 Final Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Final Construction Documents Submittal, which shall include:

1. construction documents and other deliverables as defined in this Article 7.6.5 and as further defined in Articles 7.6.2, 7.6.7., 7.6.8, and 7.6.9, advanced to a level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.6.9, based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Uniformal II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.
3. complete construction drawings and specifications, certified by the Designer as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.
4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Designer in this regard is to promptly make the submittals described herein and assist the Owner in receiving the approvals to the extent available.
5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and

earlier in the Construction Documents Phase, explaining any significant deviations.

6. In instances where the Designer takes exception to any of the Authority's 90% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.
7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.6.4(e). The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer shall also forward a copy of said Report to the Building Inspector.
8. A certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.6.6 Bid Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.6.6 and as further defined in Articles 7.6.2, 7.6.7, and 7.6.8, incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Authority requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, that shall be prepared by the Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.
 3. Upon receipt of Owner authorization to advance to reproduction the approved documents for distribution to bidders and, upon reproduction thereof, the Designer shall promptly submit complete sets of bid documents to the Owner (two sets) and the Authority (one set - half size for Drawings). Any subsequent addenda shall be promptly submitted to the Owner and the Authority.

7.6.7 Drawing Requirements:

- (a) The documents prepared during the Construction Documents Phase shall set forth the requirements for construction of the Project to a level of detail that is customary and standard and shall include, but not be limited to:
1. General information showing drawing index, symbols, abbreviations, notes, locations map.
 2. Site drawings shall be complete to define the extent and detail of site work. Show the following:
 - a. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
 - b. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
 - c. Landscaping and planting.
 - d. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
 - e. Contract Limit Line and Storage Area for construction materials.
 - f. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
 - g. Site survey.
 - h. Cuts of benches, light standards.
 3. Demolition drawings and temporary work required.
 4. Architectural drawings shall include at a minimum:
 - a. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
 - b. Large scale floor plans where required to illustrate detailed requirements of rooms.
 - c. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale $\frac{1}{4}'' = 1' - 0''$)
 - d. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
 - e. Key plans on all floor plans and section drawings, where appropriate.
 - f. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
 - g. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.

- h. Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors.
- i. Exterior details, for roofing, flashing, expansion control and construction joints, waterstops and other details showing all conditions both vertical and horizontal, including schedules.
- j. Door, window, entrance, and storefront, schedules, and details.
- k. Vertical circulation plans, sections and details including stairs, elevators, conveyors, dumbwaiters.
- l. Interior elevations of all significant and typical spaces.
- m. Interior details including casework, paneling surfacing and acoustical treatment.
- n. Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling details.
- o. Schedules (clearly define new or existing)
 - i. Doors
 - ii. Equipment, e.g. for services
 - iii. Partitions
 - iv. Finishes

5. Structural drawings shall indicate the following:

- a. Indicate or refer to location of geotechnical exploration data and reports related thereto.
- b. Foundation plans with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads.
- c. Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
- d. Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
- e. Complete details and sections with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
- f. Schedules (with dimensions) for all lintels, beams, joists, and columns.
- g. Unless detailed on the Drawings, the following information shall appear in the general notes: class and 28 day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bendpoint, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."

6. Fire protection drawings shall indicate standpipe systems, sprinkler systems, suppression systems, access panels, fire pumps, accessories, and piping. All piping, equipment, fixtures and devices shall be located and sized. Design criteria shall be provided on the drawings in accordance with NFPA requirements.
 - a. Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
7. Plumbing drawings shall indicate the following:
 - a. All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Include foundation drain lines unless established as the work of the General Contractor and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
 - b. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
 - c. Trapping and venting of all plumbing fixtures including floor drains.
 - d. Water and gas supply sources, storm and sanitary discharge mains.
 - e. All piping shall be carefully sized and all sizes shall be indicated on drawings and riser diagrams. Indicate all directions of flow and pitch on piping.
 - f. All accessories, valves, fixtures including all drinking fountains, grease traps for kitchen waste and all necessary panels, identified as to type and size.
 - g. All piping and connections required for other trades (e.g., kitchen equipment, HVAC make-up water, etc.).
 - h. Acid waste, vents and neutralization systems for laboratories.
 - i. Plumbing Legend and/or graphical symbols on the first sheet of the Plumbing Drawings in accordance with the American National Standards Institute (ANSI).
 - j. Plumbing riser diagrams for structures two or more stories in height above the ground level.
 - k. Domestic water booster pumps, boiler feed water, meter location, hose bibbs, and wall hydrants.
 - l. Domestic hot water: storage tanks, piping material, hanger details.
 - m. All required access panels shall be indicated.
 - n. Backflow preventors and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, are adequate to satisfy requirements of inspecting agencies.
8. Heating, Ventilating and Air Conditioning Drawings shall indicate the following:

- a. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Owner.
- b. All piping and ductwork systems shall be located and sized. All ductwork shall be shown double line.
- c. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
- d. All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.
- e. All equipment shall have sufficient servicing and/or replacement space indicated on drawings.
- f. All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers shall be indicated on drawings.
- g. Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.
- h. Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.
- i. All fire and smoke dampers, access panels and doors.
- j. Mechanical room designs:
 - i. Vent pipes for safety valves, relief valves, back pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
 - ii. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
 - iii. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.

9. Electrical Drawings shall indicate the following:

- a. Site utilities shall be indicated on separate electrical site drawings, unless ample space is available on common site for utility drawings.
- b. Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Owner.
- c. General arrangement: Outline layout of each floor. Typical sections through the structure shall be indicated when necessary to define requirements, floor and ceiling heights, elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by general contractor or other trades.
- d. Interior lighting system: Light fixture schedules, circuiting location and mounting heights of all fixtures, receptacle and switch outlets, sizes and

types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members. Comply with seismic design criteria.

- e. Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract, assure coordination.
- f. Fire Alarm, Data, Communications, CATV/CCTV Systems: Locations and types of all devices, outlets and equipment, service connections, wiring diagrams, all other essential details.
- g. Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.
- h. General and sub-stations: Location, size, method of connection and protection of all generators, transformers, exciters, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/on wiring diagrams and schedule all major items of equipment and all instruments.
- i. Underground work: The size and locations of manholes and types of cables, number, size, and location of ducts, locations, sizes and types of cable supports, fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull-boxes, shall be constructed of cast in place or one piece pre-cast concrete.
- j. Pole line work: if required as contract work, indicate location, length, treatment and class of poles, guying, cross arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.
- k. Exterior lighting: Location, size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.
- l. Emergency system details including transfer switch, type of fuel.
- m. One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panel board, and at major pieces of equipment.
- n. Riser diagrams for all systems.

7.6.8 Project Manual Requirements:

- (a) The format for the Project Manual, including its technical specifications, shall be in accordance with the current CSI MasterFormat with separate sections for each of class of work required by M.G.L. c. 149 §44F.

(b) The following general information applies to the development of final Specifications:

1. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion of the work included in a section of the Specifications is to be performed by a trade covered by another section, there shall be clear and distinct cross-referencing between the sections. Merely to state “by others” is not acceptable.
2. For each item of material or equipment, the specifications shall provide for a minimum of three named brands of material or equipment and the words “or equal” or a description of material or equipment which can be met by a minimum of three manufacturers or producers, and the words “or equal.” Proprietary products shall not be specified except as provided by M.G.L. c. 30, § 39M; however, when they are specified, proprietary specifications are subject to the “or equal” provisions of M.G.L. c.30, § 39M.
3. Specify materials mined or manufactured in Massachusetts first and the United States of America second whenever possible.
4. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
5. Do not duplicate standard requirements that are contained in the contract form.
6. Use consistency throughout. The word “will” shall be used to designate what the Owner, Authority, Owner’s Project Manager, Commissioning Consultant, or the Designer can be expected to do, and the word “shall” shall be used to designate what is mandatory for the Contractor or subcontractors to do.
7. Use the same term throughout for the same subject and the term shall be the same as that used on the drawings.
8. Do not use the term “etc.”
9. Avoid such terms as “to the satisfaction of the Designer,” “as directed by the Designer,” “as approved,” and “as required”.
10. Specify work in appropriate Sections according to local trade jurisdiction.
11. Avoid the use of the following symbols:

<u>Symbol</u>	<u>Use Instead</u>
#	number, no., or pounds
%	percent
"	inch or in.
x	by
'	feet or ft.
o	degree
/	per or at

12. In sections for which filed sub-bids are required, refrain from using such terms as “the Contractor,” the “Heating Contractor,” or “the Plumbing Contractor,” but where necessary for clarity refer to the “HVAC Subcontractor,” the “General Contractor” and the like.

13. Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 in., 16 in., 7 ft., 6 in., shall be used.
14. Each filed sub-bid section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings (and only those drawings) indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appears on drawings that are not customarily included in the work of the trade, when applicable.
15. Do not specify that a product or system shall require prequalification or advance approval for use prior to bidding.
16. Established unit price items shall be used for work categories which cannot be ascertained for exact quantities in bid documents (e.g. earthwork removal and/or replacement items). In such cases, the Designer shall establish ranges of quantities with associated unit price values for each range. Unit price values shall be established for added work, for deleted work, for base bid quantities when conditions so-suggest. Unit price values shall be ascertained through consultation with cost estimators, be current, equitable, and well defined as to elements of work, overhead, like issues to be encompassed. Established unit prices shall be published within the applicable technical specification sections, and referenced from general conditions as being operative as the basis for determining values to be used for payment or recovery for change order work.
17. Staging, scaffolding, cutting and patching, refuse collection and disposal, demolition work and cleaning task, allocation policy and proposed language shall be carefully assigned to avoid duplication or omission.
18. A final draft of Project Advertisement, Notice to Bidders, Instructions to Bidders, Contract Forms, General Conditions, Supplementary General Conditions, and other “front end” documents shall be included in the 90% construction documents submittal, along with a final version of all text to appear in Division 1, General Requirements. The Designer may defer insertion of final advertising / bid dates and wage rates, understanding that they are to be established and inserted immediately prior to release of documents for bidding.

7.6.9 Construction Cost Estimate Requirements

The Designer shall provide the construction cost estimates described in Articles 7.6.3 and 7.6.5 in accordance with the following provisions:

- (a) The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the OPM and shall work in good faith and in cooperation and coordination with the OPM to reconcile any differences between the cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Designer shall provide a detailed explanation of the differences to the Owner and the Authority. If, in any

case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner and the OPM in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.

(b) Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

(c) Cost estimates shall be projected to the mid point of the construction period.

(d) The summary sheets shall contain the following:

1. The date that the estimate was prepared. (Value Date).
2. The anticipated bid date.
3. The project and contract number.
4. The title and location of the project.
5. The name of the Designer.
6. The name of the Estimator.
7. The site work cost (including all utilities).
8. The building cost (including fixed equipment).
9. The estimated construction cost of each Phase of the work, totaled.

7.6.10 The Designer shall participate in a final review of the Construction Documents with the Owner, the OPM, and the Commissioning Consultant, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

7.7 Bidding Phase

7.7.1 The Designer shall, when authorized by the Owner, prepare for reproduction and distribution the construction bid documents, including advertisements, for receipt of proposals from construction contractors, and for execution of the Owner-Contractor Agreement. The Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner and the Authority. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the

- Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening and, with the assistance of the Owner's Project Manager, conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.
- 7.7.2 The Designer shall assist the Owner in the prequalification of prime contractors and subcontractors in the filed sub-bidder or trade contractor scopes of work pursuant to M.G.L. c. 149, §§44D½ and 44D¾ including participation as a member of the Owner's Prequalification Committee.
- 7.7.3 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.
- 7.7.4 When sub-bids are required:
- (a) Attend sub-bid openings.
 - (b) Assist in reviewing sub-bids with the Owner for completeness and accuracy.
 - (c) Assess sub-bid amounts relative to cost estimates.
 - (d) Assist in checking references of sub-bidders and make written recommendations as to their qualifications, only required for projects in which pre-qualification has not occurred.
 - (e) Issue a letter of recommendation to Owner upon acceptance of sub-bids, identify any categories to be re-bid and reason(s) therefor.
 - (f) Prepare and distribute the filed sub-bid tabulation to all prospective bidders. The tabulation shall be reviewed and approved by the Owner prior to its issuance to bidders.
- 7.7.5 Unless otherwise directed by the Owner, attend and conduct the general bid opening.
- 7.7.6 Review with the Owner and the Owner's Project Manager general bids for completeness and accuracy.
- 7.7.7 Review bidder responses for alternates and make written recommendations as to their acceptance.
- 7.7.8 If the Project has to be re-bid because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.
- 7.7.9 If within three (3) months after approval of Construction Contract Documents, in final form, the bids of the lowest responsible and eligible bidders or negotiated proposals exceed the approved Project Construction Budget, the provisions of Article 4.10 shall apply.

7.7.10 If the Owner awards a construction contract for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

7.8 Construction Administration Phase - Obligations During Construction: Following the execution of the Owner-Contractor Agreement, the Designer shall undertake certain of the obligations of administering the Owner-Contractor Agreement on behalf of the Owner, provided that Designer shall not be subject to provisions of the Owner-Contractor Agreement that would have the effect of expanding Designer's responsibilities or liabilities under this Contract without Designer's written consent. Services during this phase include, but are not necessarily limited to:

7.8.1 Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:

- (a) Furnish the General Contractor with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
- (b) With reasonable promptness and in accordance with schedules agreed upon by the Designer and Contractor, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the General Contractor;
- (c) Prepare, maintain and update logs for all submittals;
- (d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;
- (e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, Commissioning Consultant, and Owner;
- (f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
- (g) Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant's services relate, and to report upon it in writing to the Designer;
- (h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-Contractor Agreement;

- (i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;
- (j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;
- (k) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;
- (l) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;
- (m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;
- (n) In association with the Commissioning Consultant, review the recommendations of such Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;
- (o) Furnish the Record Drawings as submitted by the General Contractor in accordance with 7.8.3, and other required documents;
- (p) Assist the Owner in providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);
- (q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and
- (r) Receive from the General Contractor all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

7.8.2 The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the General Contractor in the form required by the Owner. The Designer may establish procedures with the Contractor for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate

- the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the Owner's Project Manager the General Contractor's monthly requisition for payment. Timely payments to the Contractor are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, and shall process requisitions for payment within five business days after receipt of the same, provided the Contractor has submitted a full and complete requisition for payment in the correct form.
- 7.8.3 Prior to issuance of the Certificate of Substantial Completion, the Designer shall obtain from the General Contractor as-built drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Owner-Contractor Agreement, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the General Contractor's as-built drawings, but Designer shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information, and shall forward such to the Owner as Record Drawings.
- 7.8.4 Issue the Certificate of Substantial Completion of Construction.
- 7.8.5 The Designer shall meet with the Owner monthly during this Phase.
- 7.9 Completion Phase: Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner, the Designer shall thereafter provide the following services:
- 7.9.1 With respect to a completed Project, preparing a Certificate of Final Completion.
- 7.9.2 With respect to a punch list, re-inspecting the work up to three times in order to determine that the punch list work is satisfactorily completed.
- 7.9.3 Reviewing and certifying the Contractor's Application(s) and Certificate(s) for Payment as necessary.
- 7.9.4 Attending meetings as reasonably necessary in the opinion of the Owner's Project Manager, unless such meetings involve continued discussions of incomplete or deficient work and the Basic Services punch list site visits have been expended. In such instance, the meetings shall be paid for as Extra Services.
- 7.9.5 Using the as-built information maintained by the General Contractor during construction referred to in Article 7.8.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information. Upon completion of the required drafting and editing, provide one set of mylar reproducibles, two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner. The cost for printing the mylar reproducibles and two sets of prints are Reimbursable Expenses.
- 7.9.6 Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Designer shall consult with the Commissioning Consultant upon the acceptability of warranty compliance requirements and response actions.

- 7.9.7 Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.
- 7.9.8 Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.
- 7.9.9 Evaluation of Contractor: The Designer shall assist the Owner with providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).
- 7.9.10 Two (2) suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Owner at the conclusion of the Owner-Contractor Agreement.

7.5 CM at Risk Construction Delivery Method

7.5.1 CM at Risk Prequalification & Selection

- (a) The Designer shall participate as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee pursuant to M.G.L. c. 149A, §§ 5 & 6.
- (b) The Designer shall, when authorized by the Owner, prepare for reproduction and distribution all project design documents, that are required for the solicitation and receipt of qualifications and proposals from CM at Risk firms pursuant to M.G.L. c. 149A, §§ 5(b) & 6(a). The Designer shall prepare all addenda (to include questions from CM at Risk firms and Designer responses), subject to the approval of the Owner. The Designer shall attend a pre-proposal conference, and existing site and building tour if either or both are to be scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer in conjunction with the OPM by means of written addenda to the RFQ or RFP described below, as required.
- (c) As a member of the Owner's CM at Risk prequalification committee, the Designer shall review and evaluate in conjunction with the Prequalification Committee, the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the RFQ and shall make appropriate recommendations regarding the selection of qualified CM at Risk firms to receive a request for proposals from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f).
- (d) As a member of the Owner's CM at Risk selection committee, the Designer shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP. The Designer shall make appropriate recommendations regarding the evaluation and ranking of RFP's and the conducting of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General. If the Selection Committee elects to conduct interviews of the CM at Risk firms, the Designer shall participate in conducting interviews.
- (e) As member of the Owner's CM at Risk Selection Committee, the Designer shall assist the CM at Risk Selection Committee in non-fee negotiations with the CM at Risk until the Selection Committee has reached an acceptable contract with one of the prequalified CM at Risk firms in accordance with M.G.L. c. 149A § 6(e).
- (f) If, at any time, the Owner terminates the Owner-CM at Risk contract, the Designer shall continue to provide the Designer Services required under this Contract with

any substitute CM at Risk procured by the Owner. If, as provided by law, the Owner elects to proceed with the Project pursuant to the provisions of M.G.L. c. 149 (design-bid-build), the Designer may continue to provide Designer Services pursuant to a mutually agreeable amendment to this Contract subject to the approval of the Authority.

7.5.2 Design Review for the CM at Risk Construction Delivery Method

- (a) The Designer shall provide Designer Services in a manner consistent with the CM at Risk Delivery Method, as defined herein, in all Phases of the Project and shall work cooperatively with the CM at Risk, as well as the Owner, OPM, Commissioning Consultant and the Authority to achieve timely completion of the Project within the Project Construction Budget.
- (b) Upon execution of the Owner-CM at Risk Agreement, the Designer shall:
 - 1. meet with the Owner, the OPM and the CM at Risk to discuss issues and to establish procedures for efficient interaction in a cooperative and mutually supportive manner that will permit all parties to perform their contractual obligations. These procedures shall include, but not be limited to: arrangements for the collaboration and coordination between the Designer and the CM at Risk in the preparation and submission of all design phase documents to the Owner; arrangements for discussions concerning all design phase document submittals among the Owner, OPM, CM at Risk and Designer; and arrangements for frequent and productive interactions between the Owner, OPM, CM at Risk and Designer during all the design phases.
 - 2. provide copies of the schematic design drawings, specifications, cost estimates and other submittals to the CM at Risk, to assist the CM at Risk in fulfilling its responsibilities to the Owner. The Designer shall consult with the CM at Risk and provide the CM at Risk with an opportunity to review and comment upon deliverables developed by the Designer during the Schematic Design Phase.
- (c) The Designer shall attend and participate in meetings as necessary with the CM at Risk, the Owner and the OPM to resolve all issues.
- (d) The Designer shall consult with the Owner, the OPM, and the CM at Risk regarding the sequence of delivery of design services; the selection of materials, building systems and equipment; alternative solutions recommended by the CM at Risk when design details affect construction feasibility, schedules, cost or quality; other value engineering comments and recommendations made by the CM at Risk; comments and recommendations concerning the design documents with respect to clarity, consistency, constructability,

maintainability/operability and coordination among the trades, coordination between the specifications and drawings, compliance with M.G.L. c. 149A for procurement, installation and construction, and sequence of construction, including recommendations designed to minimize adverse effects of labor or material shortages.

- (e) The Designer may be required, as a part of Basic Services if previously agreed with the Owner, to prepare plans and specifications for discrete portions of the Work that can be incorporated into separate bid packages for the various Subcontractors who will construct the Project. Such contracts may be awarded concurrently with other contracts or individually, or at different points in time, which may result in the Designer completing portions of the design after commencement of construction of the Project and/or providing Construction Phase services before completion of all design phase services. The design for each separate bid package shall separately be subject to all requirements applicable to the various phases set forth in this Contract and shall be performed in a manner consistent with the provisions of the Project Funding Agreement, including, but not limited to, the Project Construction Budget and Project Schedule.
- (f) The Designer shall consult with the CM at Risk concerning the ordering and delivery of products and assemblies and shall identify and describe any long lead products or assemblies that need to be priced and pre-ordered to meet the Project Schedule.
- (g) The Designer shall identify and describe any multiple bid packages or fast-tracked construction that will be used and any separate bid packages that will be required.

7.6 Design Development Phase

- 7.6.1 The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Design Development Phase. The Designer shall work cooperatively with the CM at Risk throughout the Design Development Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.
- 7.6.2 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, the CM at Risk and the Authority. This shall include meeting at least once every other week with the Owner, the OPM and the CM at Risk during this Phase.

7.6.3 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Owner, CM at Risk, and the Authority, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables as they are defined in this Article 7.6.3 and as they are further defined in Articles 7.6.4, 7.6.5, 7.6.6, 7.6.7, and 7.6.8:

- (a) a list of all filings and permits within Designer's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;
- (b) information and documentation within the technical expertise of the Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;
- (c) soils exploration data, geotechnical and geoenvironmental reports, showing exploratory locations relative to siting of proposed structures;
- (d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements, and other features;
- (e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
- (f) design development drawings which the Designer shall submit for review to the local building official;
- (g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];
- (h) a construction cost estimate for the design in Unifomat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.6.7. The estimate cost shall be projected, to the mid point of the construction period;

- (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;
- (j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements, and explaining any deviations in writing.

7.6.4 Design Development Drawing Requirements: The Design Development drawings shall illustrate and describe the refinement of the design of the Project to a level of detail that is customary and standard, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Drawings shall delineate locations and elements of Work which may be proposed to be assigned to project construction phases and/or separate bidding packages. Documents shall include, but not be limited to, the following:

- (a) Site and utility drawings showing;
 - 1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
 - 2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
 - 3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
 - 4. Building locations fixed and referenced from main survey baseline, if available.
 - 5. Plant materials with preliminary schedule.
- (b) Building drawings and other graphic and written requirements with floor plans showing: (minimum scale 1/8" = 1'0");
 - 1. building perimeter with exterior wall thicknesses and overall dimensions;
 - 2. structural grid;
 - 3. plan requirements of mechanical and electrical systems;
 - 4. building core; elevators, stairs, shafts, toilet rooms;
 - 5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
 - 6. door swings;
 - 7. floor elevations;

8. built-in furniture and equipment; and
 9. furniture layout concept drawings.
- (c) Roof plans showing:
1. proposed systems type;
 2. pitch and drainage patterns;
 3. roof drains, gutters and scuppers;
 4. skylights, stairs through roof, penthouses, major equipment, chimneys.
- (d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;
- (e) Building elevations showing:
1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
 2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
 3. all fenestration;
 4. column centerlines;
 5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
 6. louver and equipment enclosure systems; and
 7. exterior grades and topographical features in context.
- (f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;
- (g) Interior elevations: Major spaces, e.g. library, lobby; and all typical spaces, e.g. classrooms;
- (h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;
- (i) Colored interior elevations and perspectives of major and typical spaces;
- (j) Schedules:
1. finish schedule by room types;
 2. door schedule by room;
 3. window schedule;

4. equipment schedules, e.g., food service, instructional media.

(k) Structural Concepts:

1. Foundation plan showing sizes and locations of typical components.
2. Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.
3. Column locations.
4. Preliminary details including floor and roof deck, statements as to methods of lateral bracing and how requirements of earthquake code will be met.
5. Details for special and/or incidental structural features, e.g. tunnels, connecting bridges and unique architectural features.
6. Connection to existing buildings at foundation and at key points at existing structure if applicable.

(l) Fire Protection: floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and, if so, show location within the building. Show typical sprinkler head layout;

(m) Plumbing and sanitary systems: floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment;

(n) Heating, Ventilating and Air Conditioning Systems;

1. Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
2. Indicate space requirements of major equipment and their location in mechanical rooms and fan rooms. Major shafts.

(o) Electrical Systems;

1. Calculations showing total electrical load.
2. All services including those for special purposes shall be located and indicated.
3. Lighting shall be indicated as to type, location and intensities in foot-candles for each special and typical space.
4. Switchgear and emergency generator.
5. Fire alarm system drawings showing all initiation and signaling devices, control panels, annunciator panels, etc.
6. Security system drawings.
7. Communications drawings showing chases, major equipment locations and any special distribution requirements.

8. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
 9. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.
- 7.6.5 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, e.g., kitchen, elevator, library, media room, equipment where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.
- 7.6.6 Project Manual Requirements (Specifications):
- (a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include, but not be limited to, a comprehensive description of the Project and the materials proposed for use in the work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by CSI MasterFormat as applicable to proposed construction.
 1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
 2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.
 - (b) The following is a list of items that shall at a minimum be identified or outlined in this Phase.
 1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
 2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
 3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
 4. Footing drains; type, disposal of drainage.
 5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
 6. Roofs; types, vapor barrier, insulation, flashings, all materials.
 7. Flashings; general types, all materials, weights, where each type is to be used.
 8. Sheet metal; gutters, leaders, others uses, except flashings.
 9. Windows; general types, materials, sub-frames, finish, glazing, screens.

10. Doors, exterior and interior; types.
11. Steps, exterior; including platforms and landings' materials.
12. Stairs, interior; including platforms, landings, walls, materials and finishes.
13. Framing; wood, concrete or metal systems in accordance with general design.
14. Partition construction related to room type;
15. Cabinet and casework; types and materials.
16. Food Service Equipment; types and materials.
17. Furring; lathing, plastering, materials and locations.
18. Insulation thermal; types, thicknesses, methods of application and locations.
19. Acoustical treatments; types, thicknesses, methods of application and location.
20. Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.
21. Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
22. Water supply; source; location of main to which connection will be made; type of pipe for service main; load requirements; load factors and pressures.
23. Sanitary sewers; sewage disposal system, pipe and other materials.
24. Storm sewers; storm drainage disposal system (institution or local facility), pipe and other materials.
25. Gas main; material, size, location. Interface with utility company.
26. Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation fixture quality, all special features.
27. Heating, ventilating and air conditioning; type of heating and refrigeration plants, type and capacity of boilers and cooling equipment, fuel, type of burners, fuel storage, heaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, principal air conditioning equipment types, special features, supply, return and exhaust ductwork.
28. Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV, information retrieval and/or data processing system.

29. Elevators, dumbwaiters and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.

30. Other built-in equipment, types and materials.

31. Special features.

- 7.6.7 Construction Cost Estimate Requirements – The Designer shall provide a construction cost estimate in Uniformat II Level 3 format with aggregated unit rates and quantities supporting each item referenced in Article 7.6.6(b). The estimate cost shall be projected, to the mid point of the construction period.

The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the CM at Risk and/or OPM and shall work in good faith and in cooperation and coordination with the CM at Risk and/or OPM to reconcile any differences between the construction cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the authorized Project Construction Budget.

Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

- 7.6.8 Reports, drawings, specifications, cost estimates and other design development submittals shall be subject to the written approval of the Owner and the Authority. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of Design Development drawings, specifications, cost estimates, and other submittals. Two (2) copies shall be submitted to the Authority by the Designer. The Designer submit to the CM at Risk one copy (1) of Design Development drawings, specifications, cost estimates and other submittals to assist the CM at Risk in fulfilling its responsibilities to the Owner.

- 7.6.9 The Designer shall present and explain the Design Development submittal to the Owner and the Authority and at a local public meeting scheduled by the Owner, if any such meeting is scheduled or in conference.
- 7.6.10 The Designer and its Subconsultants shall collaborate with the Authority's Commissioning Consultant to develop design criteria which will support the purposes of building commissioning and energy/resources conservation concepts as commonly understood and as prescribed by the Commissioning Consultant.

7.7 Construction Documents Phase:

In addition to the requirements specified in the RFS (Attachment B), upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Designer shall do the following:

- 7.7.1 The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Construction Documents Phase. The Designer shall work cooperatively with the CM at Risk throughout the Construction Documents Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.
- 7.7.2 The Designer shall meet regularly and as necessary with the Owner, the Authority, the OPM, the CM at Risk and the Commissioning Consultant. This shall include meeting with the Owner at least twice per month (or more frequently if needed) during this Phase.
- 7.7.3 Based on the submittals approved in the Design Development Phase of the Project, the Designer shall update and refine the items previously submitted and shall submit the following to the Owner, the CM at Risk, and the Authority on or before the date and time specified in the Project Schedule:
- (a) Construction documents progress submittals as follows:
1. a 60% Construction Documents Submittal, with deliverables as defined in Article 7.7.4;
 2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.7.5;
 3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.7.6;
 4. a Bid Documents Submittal, with deliverables as defined in Article 7.7.7

- (b) As a part of each of the submittals required under Articles 7.7.4, 7.7.5, and 7.7.6, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;
- (c) As a part of each of the submittals required under Articles 7.7.4, 7.7.5, and 7.7.6, a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits identified in 7.6.3 (a).
- (d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval six (6) sets of the drawings, specifications, construction cost estimates and all other submittals. Unless a lesser number is specifically provided hereinafter, the Designer shall furnish two (2) sets of said drawings, specifications, construction cost estimates and all other submittals to the Authority and shall furnish one (1) set thereof to the CM at Risk. The Designer shall also furnish to the Owner, the Authority, and the CM at Risk electronic media copies of the foregoing drawings and documents in such form as may be required by the Authority.

7.7.4 The 60 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 60 % Construction Documents Submittal (60% CD Submittal), which shall include:
 - 1. Construction Documents and other deliverables, as defined in this Article 7.7.4 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 - 2. In instances where the Designer takes exception to the Authority's previous review comments on the Design Development submittal, a written statement explaining its position.
 - 3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.
 - 4. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Authority in the Project Funding Agreement.

5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.
 6. A list of all drawings related to the Project.
 7. A materials selection statement identifying typical interior and exterior surfaces and their materials.
 8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.
 9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.
 10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.
 11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.
 12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply.
- (b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph and Article 7.7.10, the Designer shall provide a construction cost estimate prepared using the Unifomat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner, the CM at Risk and Authority. The Designer shall submit said construction cost estimate separately, as a supplement to the 60% CD

Submittal, no later than twenty-one days after the submission of the 60% CD Submittal described in Article 7.7.4(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.7.5 The 90 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 90 % Construction Documents Submittal (90% CD Submittal), which shall include:
1. Construction documents and other deliverables as defined in this Article 7.7.5 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Authority in the Project Funding Agreement.
 3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.
 4. Final structural and energy design calculations.
 5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Authority requirements for all school construction projects having a floor area in excess of 10,000 square feet). The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer's structural engineering consultant shall have reached a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.
 6. The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the

Owner and the Authority at the time of completion of the remainder of the construction documents at the level of final completion.

7. In instances where the Designer takes exception to any of the Authority's 60% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7.7.6 Final Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Final Construction Documents Submittal, which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.7.6 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.7.10, based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; and allowances expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Unifomat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.
 3. complete construction drawings and specifications, certified by the Designer as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.
 4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall

be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Designer in this regard is to promptly make the submittals described herein and assist the Owner or CM at Risk in receiving the approvals to the extent available.

5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and earlier in the Construction Documents Phase, explaining any significant deviations.
6. In instances where the Designer takes exception to any of the Authority's 90% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.
7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.7.5(a)5. The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer shall also forward a copy of said Report to the Building Inspector
8. A certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.7.7 Bid Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.7.7 and as further defined in Articles 7.7.3, 7.7.8, and 7.7.9, incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Authority requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for

reproduction, stamped and signed by all disciplines, that shall be prepared by the Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.

3. Upon receipt of Owner authorization to advance to reproduction the approved documents for distribution to bidders and, upon reproduction thereof, the Designer shall promptly submit complete sets of bid documents to the Owner (two sets), the CM at Risk (one set) and the Authority (one set - half size for Drawings). Any subsequent addenda shall be promptly submitted to the Owner, the CM at Risk, and the Authority.

7.7.8 Drawing Requirements:

The documents prepared during the Construction Documents Phase shall set forth the requirements for construction of the Project to a level of detail that is customary and standard and shall include, but not be limited to:

- (a) General information showing drawing index, symbols, abbreviations, notes, location map.
- (b) Site drawings shall be complete to define the extent and detail of site work. Show the following:
 1. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
 2. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
 3. Landscaping and planting.
 4. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
 5. Contract Limit Line and Storage Area for construction materials.
 6. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
 7. Site survey.
 8. Cuts of benches, light standards.
- (c) Demolition drawings and temporary work required.
- (d) Architectural drawings shall include at a minimum:

1. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
2. Large scale floor plans where required to illustrate detailed requirements of rooms.
3. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale $\frac{1}{4}'' = 1' - 0''$)
4. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
5. Key plans on all floor plans and section drawings, where appropriate.
6. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
7. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.
8. Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors.
9. Exterior details, for roofing, flashing, expansion control and construction joints, waterstops and other details showing all conditions both vertical and horizontal, including schedules.
10. Door, window, entrance, and storefront, schedules, and details.
11. Vertical circulation plans, sections and details including stairs, elevators, conveyors, dumbwaiters.
12. Interior elevations of all significant and typical spaces.
13. Interior details including casework, paneling surfacing and acoustical treatment.
14. Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling details.
15. Schedules (clearly define new or existing)
 - a. Doors
 - b. Equipment, e.g. for services
 - c. Partitions
 - d. Finishes

(e) Structural drawings shall indicate the following:

1. Indicate or refer to location of geotechnical exploration data and reports related thereto.
2. Foundation plans with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads.

3. Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
 4. Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
 5. Complete details and sections with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
 6. Schedules (with dimensions) for all lintels, beams, joists, and columns.
 7. Unless detailed on the Drawings, the following information shall appear in the general notes: class and 28 day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bendpoint, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."
- (f) Fire protection drawings shall indicate standpipe systems, sprinkler systems, suppression systems, access panels, fire pumps, accessories, and piping. All piping, equipment, fixtures and devices shall be located and sized. Design criteria shall be provided on the drawings in accordance with NFPA requirements.
1. Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
- (g) Plumbing drawings shall indicate the following:
1. All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Include foundation drain lines unless established as the work of the CM at Risk and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
 2. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
 3. Trapping and venting of all plumbing fixtures including floor drains.
 4. Water and gas supply sources, storm and sanitary discharge mains.
 5. All piping shall be carefully sized and all sizes shall be indicated on drawings and riser diagrams. Indicate all directions of flow and pitch on piping.

6. All accessories, valves, fixtures including all drinking fountains, grease traps for kitchen waste and all necessary panels, identified as to type and size.
7. All piping and connections required for other trades (e.g., kitchen equipment, HVAC make-up water, etc.).
8. Acid waste, vents and neutralization systems for laboratories.
9. Plumbing Legend and/or graphical symbols on the first sheet of the Plumbing Drawings in accordance with the American National Standards Institute (ANSI).
10. Plumbing riser diagrams for structures two or more stories in height above the ground level.
11. Domestic water booster pumps, boiler feed water, meter location, hose bibbs, and wall hydrants.
12. Domestic hot water: storage tanks, piping material, hanger details.
13. All required access panels shall be indicated.
14. Backflow preventors and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, are adequate to satisfy requirements of inspecting agencies.

(h) Heating, Ventilating and Air Conditioning Drawings shall indicate the following:

1. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Owner.
2. All piping and ductwork systems shall be located and sized. All ductwork shall be shown double line.
3. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
4. All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.
5. All equipment shall have sufficient servicing and/or replacement space indicated on drawings.
6. All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers shall be indicated on drawings.
7. Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.
8. Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.
9. All fire and smoke dampers, access panels and doors.
10. Mechanical room designs:

- a. Vent pipes for safety valves, relief valves, back pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
- b. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
- c. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.

(i). Electrical Drawings shall indicate the following:

- 1. Site utilities shall be indicated on separate electrical site drawings, unless ample space is available on common site for utility drawings.
- 2. Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Owner.
- 3. General arrangement: Outline layout of each floor. Typical sections through the structure shall be indicated when necessary to define requirements, floor and ceiling heights, elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by other trades.
- 4. Interior lighting system: Light fixture schedules, circuiting location and mounting heights of all fixtures, receptacle and switch outlets, sizes and types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members. Comply with seismic design criteria.
- 5. Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract, assure coordination.
- 6. Fire Alarm, Data, Communications, CATV/CCTV Systems: Locations and types of all devices, outlets and equipment, service connections, wiring diagrams, all other essential details.
- 7. Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and

- transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.
8. General and sub-stations: Location, size, method of connection and protection of all generators, transformers, exciters, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/on wiring diagrams and schedule all major items of equipment and all instruments.
 9. Underground work: The size and locations of manholes and types of cables, number, size, and location of ducts, locations, sizes and types of cable supports, fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull-boxes, shall be constructed of cast in place or one piece pre-cast concrete.
 10. Pole line work: if required as contract work, indicate location, length, treatment and class of poles, guying, cross arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.
 11. Exterior lighting: Location, size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.
 12. Emergency system details including transfer switch, type of fuel.
 13. One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panel board, and at major pieces of equipment.
 14. Riser diagrams for all systems.

7.7.9 Project Manual Requirements:

- (a) The format for the Project Manual, including its technical specifications shall be in accordance with the current CSI MasterFormat with separate sections for each of class of work required by M.G.L. c. 149 §44F.
- (b) The following general information applies to the development of final Specifications:
 1. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion of the work included in a section of the Specifications is to be performed by a trade covered by another section, there shall be clear and distinct cross-referencing between the sections. Merely to state “by others” is not acceptable.
 2. For each item of material or equipment, the specifications shall provide for a minimum of three named brands of material or equipment and the words “or equal” or a description of material or equipment which can be met by a minimum of three manufacturers or producers, and the words “or equal.” Proprietary products shall not be specified except as provided by M.G.L. c.

- 30, § 39M; however, when they are specified, proprietary specifications are subject to the “or equal” provisions of M.G.L. c.30, § 39M.
3. Specify materials mined or manufactured in Massachusetts first and the United States of America second whenever possible.
 4. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
 5. Do not duplicate standard requirements that are contained in the contract form.
 6. Use consistency throughout. The word “will” shall be used to designate what the Owner, Authority, Owner’s Project Manager, Commissioning Consultant, or the Designer can be expected to do, and the word “shall” shall be used to designate what is mandatory for the CM at Risk or subcontractors to do.
 7. Use the same term throughout for the same subject and the term shall be the same as that used on the drawings.
 8. Do not use the term “etc.”
 9. Avoid such terms as “to the satisfaction of the Designer,” “as directed by the Designer,” “as approved” and “as required.”
 10. Specify work in appropriate Sections according to local trade jurisdiction.
 11. Avoid the use of the following symbols:

<u>Symbol</u>	<u>Use Instead</u>
#	number, no., or pounds
%	percent
"	inch or in.
x	by
'	feet or ft.
o	degree
/	per or at

12. In sections for which filed sub-bids are required, refrain from using such terms as “the Contractor,” the “Heating Contractor,” or “the Plumbing Contractor,” but where necessary for clarity refer to the “HVAC Subcontractor,” the “CM at Risk” and the like.
13. Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 in., 16 in., 7 ft., 6 in., shall be used.
14. Each filed sub-bid section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings (and only those drawings) indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appears on drawings that are not customarily included in the work of the trade, when applicable.
15. Do not specify that a product or system shall require prequalification or advance approval prior to bidding.

16. Established unit price items shall be used for work categories which cannot be ascertained for exact quantities in bid documents (e.g. earthwork removal and/or replacement items). In such cases, the Designer shall establish ranges of quantities with associated unit price values for each range. Unit price values shall be established for added work, for deleted work, for base bid quantities when conditions so-suggest. Unit price values shall be ascertained through consultation with cost estimators and the CM at Risk, be current, equitable, and well defined as to elements of work, overhead, like issues to be encompassed. Established unit prices shall be published within the applicable technical specification sections, and referenced from general conditions as being operative as the basis for determining values to be used for payment or recovery for change order work.
17. Staging, scaffolding, cutting and patching, refuse collection and disposal, demolition work and cleaning task, allocation policy and proposed language shall be carefully assigned to avoid duplication or omission.
18. A final draft of Project Advertisement, Notice to Bidders, Instructions to Bidders, Contract Forms, General Conditions, Supplementary General Conditions, and other “front end” documents shall be included in the 90% construction documents submittal, along with a final version of all text to appear in Division 1, General Requirements. The Designer may defer insertion of final advertising / bid dates and wage rates, understanding that they are to be established and inserted immediately prior to release of documents for bidding.

7.7.10 Construction Cost Estimate Requirements

- (a) The Designer shall provide the construction cost estimates described in Articles 7.7.4 and 7.7.6 in accordance with the following provisions:
 1. The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the CM at Risk and shall work in good faith and in cooperation and coordination with the CM at Risk to reconcile any differences between the cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner and the Authority. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including

contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.

2. Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.
3. Cost estimates shall be projected to the mid point of the construction period.
4. The summary sheets shall contain the following:
 - a. The date that the estimate was prepared. (Value Date).
 - b. The anticipated bid date.
 - c. The project and contract number.
 - d. The title and location of the project.
 - e. The name of the Designer.
 - f. The name of the Estimator.
 - g. The site work cost (including all utilities).
 - h. The building cost (including fixed equipment).
 - i. The estimated construction cost of each Phase of the work, totaled.

7.7.11 The Designer shall participate in a final review of the Construction Documents with the Owner, the Owner's Project Manager, the Commissioning Consultant, and the CM at Risk, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

7.7.12 Guaranteed Maximum Price ("GMP")

- (a) When the Construction documents are 60% complete as determined by the Owner, or at such later time as may be designated by the Owner, the Designer shall prepare a fully coordinated set of the then-current Construction Documents, which shall be delivered to the CM at Risk and shall be the basis of the CM's GMP proposal.

- (b) The Designer shall provide technical assistance to the Owner and the OPM in the negotiation and development of a GMP with a CM at Risk in accordance with M.G.L. c. 149A, §7, that is acceptable to the Owner. The Designer shall meet with the Owner, OPM, and the CM at Risk to review the GMP proposal and the written statement of its basis. If the GMP proposal submitted by the CM at Risk exceeds the Construction Budget, the provisions of Articles 4.10.4 and 4.10.5 shall apply.
- (c) The Designer shall provide technical assistance to the Owner and the Owner's Project Manager in the negotiation, preparation and execution of any amendments to the Owner-CM at Risk contract, including, but not limited to, the Guaranteed Maximum Price ("GMP") amendment pursuant to M.G.L. c.149A, § 7 and any separate amendment for any construction work commenced before execution of the GMP amendment pursuant to M.G.L. c.149A, §7(b)(3).

7.8 Bidding Phase

- 7.8.1 The Designer shall, when authorized by the Owner, prepare for reproduction and distribution the construction bid documents required for the solicitation and receipt of statements of qualifications and bids from Trade Contractors. The Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening of the Trade Contractors (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).
- 7.8.2 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.
- 7.8.3 There may be multiple bid packages for the Project. Multiple bid packages may be assembled and bid concurrently or consecutively as a portion of the Project. Portions of the Project may be bid separately from other portions. The Designer shall appropriately staff and structure its design and construction phase performance to assist the Owner in the preparation, issuance, bidding and negotiation, if any, of so-called early bid packages as provided in G.L. c. 149A, § 7(b)(3).
- 7.8.4 If the Project has to be re-bid, or the GMP Amendment must be re-negotiated and amended because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.

- 7.8.5 The Designer shall review alternates and make written recommendations to the Owner as to their acceptance.
- 7.8.6 If the Owner executes a GMP Amendment for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

7.8.7 Trade Contractor Selection Process

(a) Trade Contractor Prequalification pursuant to M.G.L. c. 149A, §8(c)

1. The Designer shall participate as a member of the Owner's Trade Contractor Prequalification Committee established by the Owner pursuant to M.G.L. c.149A, § 8(b).
2. The Designer shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist the Owner in the preparation of the Request for Qualifications for Trade Contractors to be used to solicit responses from eligible Trade Contractors and to prequalify Trade Contractors for participation in the Project.

(b) Request for Bids for Trade Contractor Services pursuant to M.G.L. c. 149A, §8(g)

1. The Designer shall assist and advise the Owner in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, §8.
2. The Designer shall attend all pre-bid conferences and meetings.

(c) Trade Contractor Bid Review

1. The Designer shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Owner's Project Manager and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(g)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of any Trade Contractor bid. Within five business days after the respective bid opening dates, the Designer shall advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).

7.8.8 Selection of Subcontractors Who Are Not Trade Contractors pursuant to M.G.L. c.149A, § 8(j) ("Non-Trade Contractors")

(a) Non-Trade Contractor Bidding

1. The Designer shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, coordination of scope and conformance with the construction documents.

(b) Non-Trade Contractor Bid Review and Award

1. The Designer shall attend all bid openings and scoping meetings if permitted or otherwise allowed by law, and, in conjunction with the Owner's Project Manager and CM at Risk, the Designer shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Designer shall, in conjunction with the OPM, attend all final scope and negotiation meetings conducted by the CM at Risk. The Designer shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Non-Trade Contractors.

7.9 Construction Administration Phase – Obligations During Construction: Following the execution of the Owner-CM at Risk Agreement, the Designer shall undertake certain of the obligations of administering the Owner-CM at Risk Agreement on behalf of the Owner, provided that Designer shall not be subject to provisions of the Owner-CM at Risk Agreement that would have the effect of expanding Designer's responsibilities or liabilities under this Contract without Designer's written consent. Services during this phase include, but are not necessarily limited to:

- 7.9.1 Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:
- (a) Furnish the CM at Risk with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
 - (b) With reasonable promptness and in accordance with schedules agreed upon by the Designer and CM at Risk, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the CM at Risk;
 - (c) Prepare, maintain and update logs for all submittals;
 - (d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;

- (e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, CM at Risk, Commissioning Consultant, and Owner;
- (f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
- (g) Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant's services relate, and to report upon it in writing to the Designer;
- (h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner- CM at Risk Agreement;
- (i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;
- (j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;
- (k) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;
- (l) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;
- (m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;
- (n) In association with the Commissioning Consultant, review the recommendations of such Commissioning Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Commissioning Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;
- (o) Furnish the Record Drawings as submitted by the CM at Risk in accordance with 7.9.3, and other required documents;

- (p) Assist the Owner in providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);
- (q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and
- (r) Receive from the CM at Risk all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

7.9.2 The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the CM at Risk in the form required by the Owner. The Designer may establish procedures with the CM at Risk for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Designer does not approve the requisition exactly as submitted by the CM at Risk, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the Owner's Project Manager the CM at Risk's monthly requisition for payment. Timely payments to the CM at Risk are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, and shall process requisitions for payment within five business days after receipt of the same, provided the CM at Risk has submitted a full and complete requisition for payment in the correct form.

7.9.3 Prior to issuance of the Certificate of Substantial Completion, the Designer shall obtain from the CM at Risk as-built drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Owner-CM at Risk Agreement, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the CM at Risk's as-built drawings, but Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information, and shall forward such to the Owner as Record Drawings.

7.9.4 Issue the Certificate of Substantial Completion of Construction.

7.9.5 The Designer shall meet with the Owner monthly during this Phase.

7.10 Completion Phase: Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner, the Designer shall thereafter provide the following services:

7.10.1 With respect to a completed Project, preparing a Certificate of Final Completion.

7.10.2 With respect to a punch list, re-inspecting the work up to three times in order to determine that the punch list work is satisfactorily completed.

7.10.3 Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for Payment as necessary.

7.10.4 Attending meetings as reasonably necessary in the opinion of the Owner or Owner's Project Manager, unless such meetings involve continued discussions of incomplete or deficient work and the Basic Services punch list site visits have been expended. In such instance, the meetings shall be paid for as Extra Services.

7.10.5 Using the as-built information maintained by the CM at Risk during construction referred to in Article 7.9.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information. Upon completion of the required drafting and editing, provide one set of mylar reproducibles, two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner. The cost for printing the mylar reproducibles and two sets of prints are Reimbursable Expenses.

7.10.6 Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Designer shall consult with the Commissioning Consultant upon the acceptability of warranty compliance requirements and response actions.

7.10.7 Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.

7.10.8 Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.

7.10.9 Evaluation of CM at Risk: The Designer shall assist the Owner with providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).

7.11.10 The Designer shall assist the Owner in providing the written summary report on the Project to the Office of the Inspector General as required by the provisions of 945 CMR 2.09

7.10.11 Two (2) suitably bound, legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings, if applicable, shall be

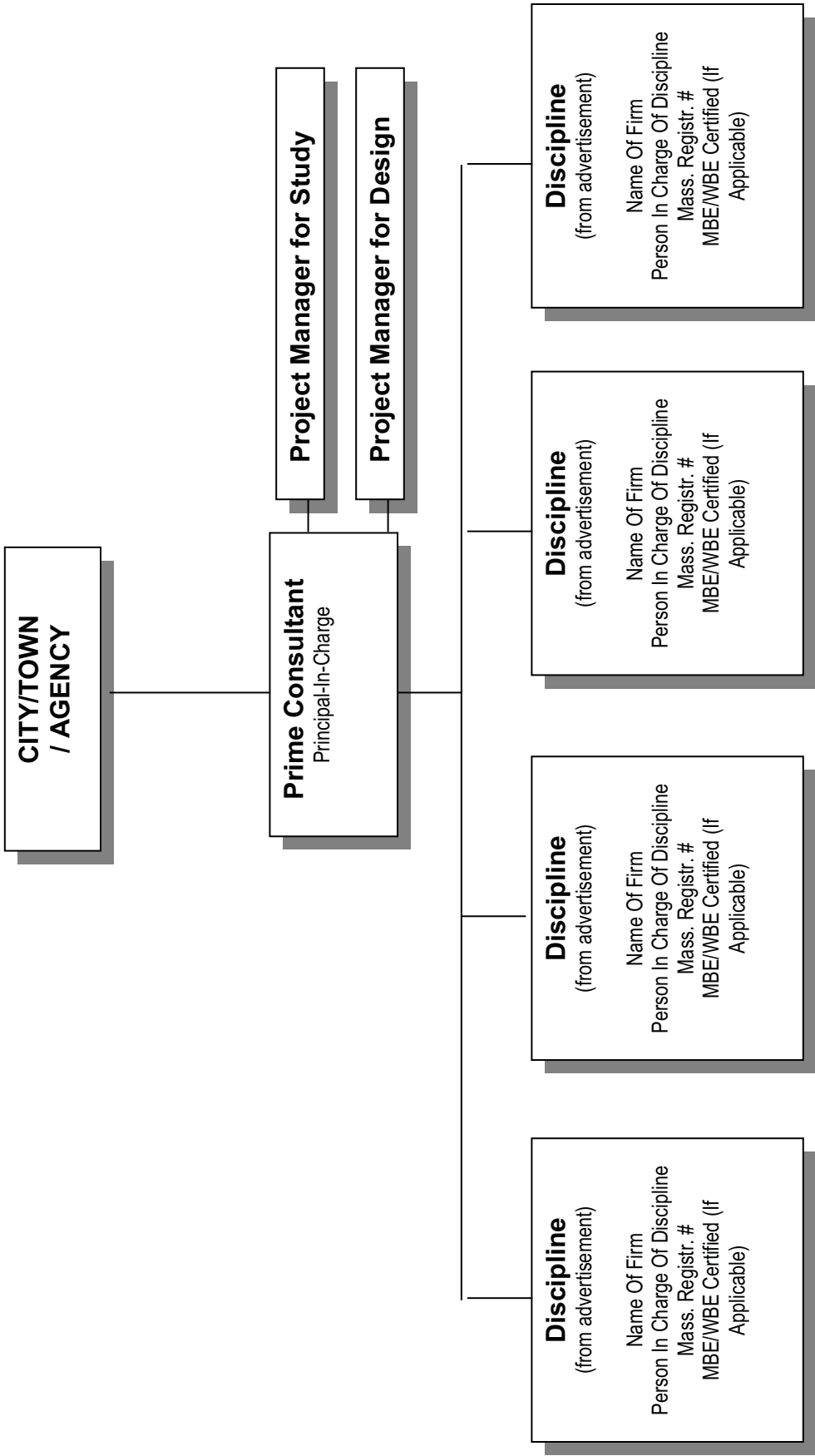
furnished by the Designer to the Owner at the conclusion of the Owner-CM at Risk Agreement.

ATTACHMENT C

STANDARD DESIGNER APPLICATION FORM FOR MUNICIPALITIES AND PUBLIC
AGENCIES NOT WITHIN DSB JURISDICTION (UPDATED JULY 2011)

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2011)	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 1. Project Name/Location For Which Firm Is Filing: </div>	2. Project #
		This space for use by Awarding Authority only.
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)	
3b. Date Present and Predecessor Firms Were Established:	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
3c. Federal ID #:	3g. Name and Address Of Parent Company, If Any:	
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): <div style="display: flex; justify-content: space-between;"> <div>Email Address:</div> <div>Fax No.:</div> </div> Telephone No:	3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (MWBE) <input type="checkbox"/>	
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):		
Admin. Personnel Architects Acoustical Engrs. Civil Engrs. Code Specialists Construction Inspectors Cost Estimators Drafters	() Ecologists () Electrical Engrs. () Environmental Engrs. () Fire Protection Engrs. () Geotech. Engrs. () Industrial Hygienists () Interior Designers () Landscape Architects	() Licensed Site Profs. () Mechanical Engrs. () Planners/Urban./Reg. () Specification Writers () Structural Engrs. () Surveyors () Total
5. Has this Joint-Venture previously worked together? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume Of ONLY Those Prime Applicant and Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form and Limit Resumes To ONE Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
a.	Name and Title Within Firm:
b.	Project Assignment:
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="float: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d.	Years Experience: With This Firm: _____ With Other Firms: _____
e.	Education: Degree(s) /Year/Specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.						
# of Total Projects:		# of Active Projects:		Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
		11.				
		12.				

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.

Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.

Be Specific – No Boiler Plate

11.

Professional Liability Insurance:

Name of Company

Aggregate Amount

Policy Number

Expiration Date

12.

Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13.

Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14.

If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15.

Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16.

I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature)

Printed Name and Title

Date

ATTACHMENT D

REQUIRED CERTIFICATIONS

D.1 CERTIFICATE OF TAX COMPLIANCE

D.2 CERTIFICATION OF AUTHORITY – BUSINESS CORPORATIONS

Please review the main body of the RFS to identify required certifications and other requirements.

ATTACHMENT D.1

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

Date:

Corporate Officer (if applicable)

ATTACHMENT D.2

CERTIFICATE OF AUTHORITY - BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or waived notice, it was voted that,
_____ (name) of this company be and be hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto,
and such execution of any contract of obligation in this company's name on its behalf by such
_____ under seal of the company, shall be valid and binding upon this company.

A TRUE COPY

ATTEST (clerk or secretary

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that is the duly elected _____ of said company, and the above vote
has not been amended or rescinded and remains in full force and effect as of _____,
the date on which the corporation's authorized representative, named above, affixed his/her
signature to this contract.

Clerk or Secretary
(Corporate Seal)

ATTACHMENT E

MSBA'S DESIGNER SELECTION PANEL'S PROCEDURES

Massachusetts School Building Authority

Designer Selection Procedures

Section 1: Introduction

- A. The following designer selection process has been adopted by the Massachusetts School Building Authority (MSBA) pursuant to Massachusetts General Laws, Chapter 7, Sections 38A½ through 38O to serve as the basis for the exemption under Section 38C from the jurisdiction of the Commonwealth's Designer Selection Board for the procurement of designers, and programmers by cities, towns, regional school districts, and independent agricultural and technical schools seeking funding from the MSBA for public school construction projects where the estimated construction cost is equal to or greater than \$5,000,000.00 (or other such amount as may be determined from time to time by the Executive Director of the MSBA), except for the MSBA's model schools program. Designer selection for public school construction projects where the estimated construction cost is less than \$5,000,000.00 (or other such amount as may be determined from time to time by the Executive Director of the MSBA) shall be conducted pursuant to Massachusetts General Laws, Chapter 7, Section 38K, by the respective city, town, regional school district or independent agricultural and technical school and in accordance with the MSBA's Designer Selection Guidelines.

Section 2: Designer Selection Panel

- A. The MSBA Designer Selection Panel (DSP) shall be composed of the following individuals who shall be appointed to the DSP by the MSBA's Executive Director ("Executive Director") in accordance with following procedures:
1. The Executive Director, ex officio, or his/her designee;
 2. Three (3) MSBA staff members associated with project management, design and/or construction oversight selected by the Executive Director;
 3. One (1) public member selected by the Executive Director;
 4. One (1) member who is a Massachusetts registered architect or architect emeritus as recommended by the Boston Society of Architects;
 5. Two (2) members who are Massachusetts registered architects or architect emeritus selected by the Executive Director;
 6. One (1) member who is a Massachusetts registered engineer as recommended by the American Council of Engineering Companies of Massachusetts;
 7. Two (2) members who are Massachusetts registered professional engineers selected by the Executive Director;
 8. One (1) member who is a representative of the construction industry as recommended by Associated General Contractors of Massachusetts;

9. One (1) member who is a representative of the construction industry as recommended by the Massachusetts Building Trades Council;
 10. Three (3) members who are proposed by the respective city, town, regional school district, independent agricultural and technical school or other public agency that is the Eligible Applicant, as defined in M.G.L. Chapter 70B, Section 2 for the specific project under consideration, one (1) of whom shall be designated by the school committee, district school committee, or board of trustees of the Eligible Applicant, as the case may be; one (1) of whom shall be the superintendent of schools of the Eligible Applicant, ex officio, or his/her designee; and one (1) of whom shall be the chief executive officer of the city or town that is the Eligible Applicant, ex officio, or his/her/its designee or, in all other cases, a member of the School Building Committee designated by the School Building Committee. The appointment of members pursuant to this Section 2(A)(10) shall be subject to the execution of certification by each such member that the member has read and understands these procedures and the Designer Selection Guidelines.
- B. Members proposed or recommended by the societies or associations pursuant to subsections 2(A)(4), 2(A)(6), 2(A)(8), and 2(A)(9) above and the members proposed by the Eligible Applicant pursuant to subsection 2(A)(10) above shall be subject to appointment by the Executive Director who reserves the right, within his/her discretion, not to appoint or to disapprove the appointment of said proposed or recommended members. In considering the appointment of members proposed by the Eligible Applicant pursuant to subsection 2(A)(10), the Executive Director may consider, among other things, the extent to which the three (3) proposed members, as a whole, represent the interests of the Eligible Applicant.
 - C. The Executive Director shall appoint a chairperson from one of the members appointed to the DSP pursuant to subsections 2(A)(3) through 2(A)(9) above, who is a registered architect, architect emeritus or registered professional engineer and who shall also serve as chairperson of any subcommittee of the DSP.
 - D. Pursuant to MGL c.36 §§ 23A-24, all meetings of the DSP shall be open to the public unless the DSP votes to go into executive session by a roll call vote and announces the purpose of the executive session and whether the DSP will convene in open session at the conclusion of the executive session. Any action taken by the DSP in executive session shall be by a roll call vote.
 - E. The presence of nine (9) members, no less than four (4) of whom shall be registered architects, architects emeritus or registered professional engineers, shall constitute a quorum. The DSP shall not conduct any business without the presence of a quorum. The affirmative vote of a simple majority of the members present and voting shall be necessary and sufficient for any action taken by the DSP. No vacancy in the membership of the DSP shall impair the right of a quorum to exercise all the rights and duties of the DSP. In the absence of a quorum, the Chairperson may recess a meeting to some other time or until a quorum is obtained.
 - F. Each appointed member, except the members representing the Eligible Applicant pursuant to subsection 2(A)(10), shall serve for a two-year term and shall continue to serve until a successor is appointed to the DSP by the Executive Director. No DSP member may serve more than two consecutive terms. A former member may be reappointed after a one-year

hiatus. Initial appointments shall be made such that terms will be staggered, which terms shall be determined by the Executive Director. Members representing the Eligible Applicant who are appointed pursuant to subsection 2(A)(10) shall serve only while the DSP conducts business directly related to the selection of a designer for the project being proposed by that particular Eligible Applicant.

- G. The MSBA shall give written notice of the names of the appointed members of the DSP to the Commonwealth's Designer Selection Board.
- H. For the purposes of M.G.L. Chapter 268A and subject to the penalties contained therein, no member of the DSP shall participate in the selection of a designer as a finalist for any project if the member or any member of his or her immediate family:
 - 1. Has a direct or indirect financial interest in the award of the design contract to any applicant;
 - 2. Is currently employed by, or is a consultant to or under contract to any applicant;
 - 3. Is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - 4. Has ownership interest in, or is an officer or director, of any applicant.
 - 5. Has any conflict or appearance of conflict that would make his or her participation in the selection process unlawful.

Section 3: Public Notice

- A. Each contract for designer services for a project subject to these procedures shall be publicly advertised in a newspaper of general circulation in the area in which the project is located or is to be located and in the Massachusetts Central Register at least two weeks before the deadline for filing applications. The public notice shall contain:
 - 1. A description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - 2. If there is a program for the project, a statement of when and where the program will be available for inspection by applicants, and when and where a briefing session will be held for applicants and if there is not a program for the project, a statement to the effect;
 - 3. The qualifications required of applicants for the projects;
 - 4. The categories of designers' consultants, if any, for which applicants must list the names of consultants which the applicant may choose to use;
 - 5. Whether the fee has been set or will be negotiated, and if the fee has been set, the amount of the fee;

6. The deadline for submission of applications;
7. The person and address from which application forms may be obtained and, when completed, to whom they may be delivered;
8. Any other pertinent information that may be required by law or deemed appropriate by the MSBA.

Section 4: Master File Brochure and Application

- A. Prior to filing an application for any project, designers shall first file a Master File Brochure with the DSP containing the following information:
 1. Certification that the applicant, if applying to perform design services other than preparation of studies, surveys, soil testing, cost estimates or programs, is a designer as defined in M.G.L. Chapter 7, Section 38A½ paragraph (b);
 2. The names and addresses of all partners, if a partnership, of all officers, directors and all persons with an ownership interest of more than five per cent in the applicant if not a partnership;
 3. The registration number and status of each such person in every jurisdiction in which such person has ever been registered as an architect, landscape architect or engineer;
 4. A list of all projects for all public agencies within the Commonwealth for which the applicant has performed or has entered into a contract to perform design services within the five year period immediately preceding the filing of the information required in this section;
 5. A list of all current projects for which the applicant is performing or is under contract to perform any design services; and
 6. If the applicant is a joint venture, the information required in this section shall be required for each joint venturer, as well as for the joint venture itself.
- B. The DSP shall keep a permanent record of the Master File Brochures. Each designer shall update its Master File Brochure on an annual basis and shall make current the lists of projects required under Section 4(A)(4)-(6) with each application filed.
- C. An applicant to perform design, programming or feasibility study services on a project must file, in addition to the Master File Brochure, a written application prescribed by the DSP relating to the applicant's experience, ability, and qualifications.
- D. Every application or Master File Brochure filed shall be sworn to under penalties of perjury. Any applicant who has been determined by the DSP to have filed materially false information shall be disqualified by the DSP from further consideration for any project for such time as the DSP determines is appropriate.

Section 5: Selection Criteria

A. Minimum qualifications shall include:

1. Must be a qualified Designer within the meaning of M.G.L. Chapter 7, Section 38A½, employing a Massachusetts registered architect or engineer responsible for and being in control of the services to be provided.
2. The Massachusetts registered architect or engineer responsible for and being in control of the services to be provided for the Designer must have successfully completed the Massachusetts Certified Public Purchasing Official Program seminar "Certification for School Project Designers and Owner's Project Managers" as administered by the Office of the Inspector General of the Commonwealth of Massachusetts.
3. Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent 17.9% of the contract price for combined minority business enterprises (MBE) and women-owned business enterprises (WBE). Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

B. Other criteria for selection of finalists shall include:

1. Prior similar experience best illustrating current qualifications for the specific project.
2. Past performance of the firm, if any, with regard to public, private, DOE-funded, and MSBA-funded projects across the Commonwealth, with respect to:
 - a) Quality of project design.
 - b) Quality, clarity, completeness and accuracy of plans and contract documents.
 - c) Ability to meet established program requirements within allotted budget.
 - d) Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
 - e) Coordination and management of consultants.
 - f) Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.

5. The financial stability of the firm.
6. The qualifications of the personnel to be assigned to the project.
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
8. Any other criteria that may be required by law or that the DSP considers relevant to the project.

Section 6: Selection Process

- A. Cities, towns, regional school districts, and independent agricultural and technical schools subject to these procedures shall not rank or pre-rank applicants. Rankings shall occur only by vote of the DSP in accordance with these procedures and shall occur only after interviews, if allowed by vote of the DSP,, have been concluded by the DSP.
- B. The DSP shall select not more than three (3) finalists from among all the applicants for a particular project and, in doing so, may require any number of applicants to:
 1. Appear for an interview before the DSP;
 2. Present a written proposal to the DSP through the Eligible Applicant; or
 3. Participate in a design competition held by the DSP through the Eligible Applicant.
- C. The DSP shall use the following procedures to rank three (3) finalists in order of qualifications from among the applicants for a particular project:
 1. Prior to a DSP meeting at which the selection of finalists will be made or discussed, each member of the DSP shall be given a copy of each designer's application for his or her review.
 2. At the DSP meeting, the DSP shall consider each application alphabetically or by some other method that may be determined by the chairperson from time to time.
 3. When recognized by the chairperson, members of the DSP may comment or ask questions related to the selection process or the applications before the DSP.
 4. Any potentially disqualifying deficiencies in an application should be noted in the record of the meeting. No person or firm debarred pursuant to M.G.L. Chapter 149, Section 44C or disqualified pursuant to Section 38D shall be included as a finalist.
 5. After each member of the DSP has been given an opportunity to comment or ask questions, at the direction of the chairperson, each member of the DSP who is present shall utilize a ballot form provided by the MSBA to assign points to his or her top three (3) choices in order of qualifications so that each number one choice shall receive three (3) points, each number two choice shall receive two (2) points, and each number three choice shall receive one (1) point. The completed ballot forms shall be signed by each member and submitted to the DSP

Administrator who shall tally the total points awarded to each applicant. The chairperson shall then read aloud the total points awarded to each of the applicants.

6. Once the point totals have been read aloud by the chairperson, the DSP may request interviews of the applicants with the highest point totals by the following procedure: Upon motion of one of the members appointed pursuant to subsection 2(A)(10), duly seconded by one of the other members appointed pursuant to subsection 2(A)(10), the DSP may vote to interview the applicants with the highest point totals.
7. If the DSP does not vote to conduct interviews, the DSP shall then vote to rank three (3) finalists in order of qualifications. If the DSP votes to conduct interviews, the DSP shall defer the ranking of the three (3) finalists until after the interviews have been concluded.
8. If the DSP votes to conduct interviews, the chairperson shall schedule the time and place of the interviews and written notice shall be given to the firms to be interviewed. Interviews shall be conducted in open session except that the chairperson may order competing firms, their agents and employees, to leave the meeting room during the interviews of their competitors. The MSBA may, within its discretion, develop standard questions to be answered or topics to be discussed by the applicants in the interview. Once the interviews have been concluded, at the direction of the chairperson, the DSP shall award points to the each of the firms in accordance with the procedures set forth in subsection 6(C)(5). Once the point totals have been read aloud by the chairperson, the DSP shall then vote to rank three (3) finalists in order of qualifications.
9. Ties shall be broken in accordance with the following procedure: In the event of a tie for the first, second or third highest point totals awarded to applicants by the DSP under Section 6(C)(5) or 6(C)(8), and the DSP votes to conduct interviews, the DSP may request interviews of the three (3) or more applicants with the highest point totals. If the DSP does not vote to conduct interviews, the DSP shall then repeat the vote limiting the choices to those applicants that received the first, second and third highest point totals from the initial vote. Using a ballot form provided by the MSBA, each member of the DSP shall assign points to his or her top three (3) choices in order of qualifications so that each number one choice shall receive three (3) points, each number two choice shall receive two (2) points, and each number three choice shall receive one (1) point. The completed ballot forms shall be signed by each member and submitted to the DSP Administrator who shall tally the total points awarded to each applicant. The chairperson shall then read aloud the total points awarded to each of the applicants. Once the point totals have been read aloud by the chairperson, the DSP shall then vote to rank three (3) finalists in order of qualifications.
10. Once the DSP has voted to rank the top three (3) firms in order of qualifications, the MSBA shall transmit a list of the three (3) finalists ranked in order of qualifications to the Eligible Applicant along with a record of the final vote of the DSP on the selection and a written statement explaining the DSP's reasons for its ranking of the finalists.

Section 7: Award of Contract

- A. The authority to award a contract for designer services for a project that will receive funding from the MSBA is vested with the Eligible Applicant and subject to the approval of the MSBA.
- B. In the selection of a designer when the fee for designer services has been set prior to advertisement, the Eligible Applicant shall appoint a designer from the ranked list transmitted by the MSBA to the Eligible Applicant in the order of qualifications as determined by the DSP. If the Eligible Applicant proposes to select any designer other than the one ranked first by the DSP, it shall file a written justification for the proposed appointment with the DSP and shall not proceed until it has obtained written approval to proceed from the Executive Director.
- C. When the fee for designer services is to be negotiated, the Eligible Applicant shall review the list transmitted by the MSBA in the order of qualifications as determined by the DSP and may exclude any designer from the list if a written explanation of the exclusion is filed with the DSP. The Eligible Applicant shall then appoint a designer based upon a successful fee negotiation. The Eligible Applicant shall first negotiate with the first ranked designer remaining on the list. Should the Eligible Applicant be unable to negotiate a satisfactory fee with the first ranked designer within thirty (30) days, negotiations shall be terminated and negotiations undertaken with the remaining designers, one at a time, in the order in which they were ranked by the DSP, until an arrangement is reached. In no event may a fee be negotiated which is higher than a maximum fee set by the MSBA prior to the selection of finalists. Should the Eligible Applicant be unable to negotiate a successful fee with any designer initially selected by the DSP, the DSP shall recommend additional finalists in accordance with a procedure to be determined by the chairperson of the DSP that is not inconsistent with the procedures set forth in Section 6(B) above. The Eligible Applicant may require a finalist with whom a fee is being negotiated to submit a fee proposal and include such information as the Eligible Applicant requires to provide current cost and pricing data on the basis of which the designer's fee proposal may be evaluated.

Section 8: Continued or Extended Services

- A. The Eligible Applicant may appoint a designer to perform continued or extended services that were not contemplated in the original public notice if the following conditions are met:
 - 1. A written statement is filed with the DSP explaining the reasons for the continuation or extension of services;
 - 2. The program for the design services is filed with the DSP;
 - 3. MSBA staff has made a written determination that the request for continued or extended services is otherwise in compliance with the MSBA's regulations, policies, procedures, and guidelines and the provisions of the feasibility study agreement, project scope and budget agreement, and/or project funding agreement, as applicable;
 - 4. The DSP approves the appointment of the designer for continued or extended services and states the reason therefore.

Section 9: Emergency Designer Selection Process

- A. If a situation arises in accordance with Chapter 7, Section 38J, which has been declared an “emergency” by the Executive Director, an Eligible Applicant may request an emergency selection of a designer.
- B. In consultation with the technical staff of the MSBA, the Eligible Applicant shall prepare a proposed scope of work, an estimate of the cost of construction and a lump sum fee for the designer’s services, and submit this, and any other relevant information to the Executive Director.
- C. In lieu of public advertisement, the Executive Director or his/her designee will consult with the Eligible Applicant to select three to six qualified firms who have Master File Brochures on file, to solicit to perform this work.
- D. The MSBA staff will poll an ad-hoc committee of three members of the DSP to select at least three qualified finalists and forward the names of the finalists to the Eligible Applicant with a written statement explaining the committee’s reasons for its choice(s).
- E. The Eligible Applicant will select one of the three finalists to perform the work and forward the name of the selected firm to the DSP with a written statement explaining the reasons for its choice.
- F. The DSP will immediately notify the Designer Selection Board of the actions taken under the expedited procedures process, in addition to the mandated annual report.

Section 10: Annual Report

- A. The DSP shall submit an annual report to the Commonwealth’s Designer Selection Board which must contain:
 - 1. A list of all finalists selected by the DSP and awards made by the Eligible Applicants;
 - 2. A summary of the activities and other actions of the DSP, the Eligible Applicants and the MSBA staff relating to activities undertaken pursuant to these procedures; and
 - 3. Any other items which the MSBA deems appropriate.


Section 11: Statutory Representations by the MSBA

- A. The projects of the MSBA and the Eligible Applicants are not subject to the jurisdiction of the Division of Capital Asset Management and Maintenance.
- B. The DSP procedures substantially incorporate the procedures required of the Commonwealth’s Designer Selection Board in M.G.L. Chapter 7, Section 38B through 38J, inclusive, and Section 38M.

Section 12: Effective Dates

- A. The above designer selection procedures will be effective for all MSBA-funded projects through January 31, 2013.

Respectfully submitted under the penalties of
perjury this 14th day of March, 2012



John K. McCarthy, Executive Director
Massachusetts School Building Authority